



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Thursday, April 20, 2010

6:00 PM

Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Limited to forty [40] minutes, four [4] minutes per person.

**Comments MUST be related to a specific agenda item
slated for action at the meeting.**

**If time permits the Council Chairman may allow citizens who have not signed up
to speak to address Council regarding non agenda items.**

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1	X Lynn Norton	Seneca Library
2	X Phil Soper	12-4 Library
3	X JAMES W. ROAM	Library
4	X Susie Cornelius	
5		
6		
7	X Ben Turetzky	Planning Commission
8	X Bo Horne	High Pointe
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Oconee County Council – April 20, 2010

Public Comments – John W Adams

My name is John Adams, a resident of Mountain Rest and citizen of Oconee County. I am here tonight to speak in support of the institution of the library, and of the OCPL-USDA funding request.

On the tenth day of March 1743, a group of Quaker farmers and merchants residing in 'the village of Darby, Province of Pennsylvania', met to organize the area's first cultural institution. This institution was named the Darby Library Company. On that day, twenty-nine townsmen signed an article of agreement founding one of America's first public libraries. This library is still open today.

Peterborough Town Library in Peterborough, New Hampshire, was the *first tax-supported free public library* not only in the United States but the world. The library was established in 1833 by a vote of the town led by Dr. Abiel Abbot, a minister who stirred the community's intellectual life with respect to books and reading. Originally housed in a storefront, the library moved to its final location in 1893, where it remains today. The principle upon which it was founded continues to spread across the civilized globe. It was incorporated in 1833 and its building opened in 1893. This library is still open today.

The winemaker, E&J Gallo Winery, whose founder recently passed, was established using a recipe from a public library.

I operate a business in Oconee County, and talk to people in business every day. I understand economic development, and understand the benefits of quality of life. I also understand they are one-in-the-same. Salesmanship is all about removing obstacles to achieve a positive outcome. When a manufacturer or other business makes the effort to visit Oconee County, they are not here to see our courthouse; they are not here to see our jail; and they are not even here to see our fire stations. Beyond ISO ratings, they are here to see the County's commitment to education, healthcare, recreation, leisure opportunities, and quality of life generally. They are also here to take the pulse of the County . . . to see what direction the County is going. These are intelligent people, and will make their decision based on what they find.

And, let's not forget the positive impact of people who choose to retire here, where quality of life and volunteer opportunities are everything. They are tax payers too.

Tonight, we have a rare opportunity to move the County forward. This is not only an historic moment in Oconee County, but could be transformative too . . . a new beginning. This project, part of the library's five-year plan, is supported by this Providence Associates study commissioned by Oconee County Council in the year 2,000. It is also supported by the 2028 Oconee by Choice Vision Plan, and supported by the Oconee County Comprehensive Land use Plan. This is not a private project, and it is not a speck building . . . this is by the people and for the people of Oconee County.

As Federal Income Tax payers, we will all pay for this stimulus grant, whether it is in Oconee County or in Chicago. The choice is ours. With the unanimous recommendation by the Planning Commission . . . I, along with others here supporting this new library, ask your sincere consideration and approval of the library funding plan being submitted here tonight.

Thank you.

Public Comment 1

[Page 1 Beth, HiPt pics] In February, two of you promised to eliminate under-spending and over-taxing. You said we'd see reductions of spending and taxing of 8% this year, 20% over two years. You reinforced it several times in March. Last week, you seemed to abandon this promise. Before you were elected, you also promised to listen or to resign. You haven't. Now, we've seen we can't even trust what you tell us. It's got to stop.

I talk with many people these days. Too many have told me: "There's no common sense on Pine Street any more." I agree. Too many of you have abandoned and lost touch with the common man. You've become tone deaf, not listening to anyone about anything. You treat the public, even those who participate and do their homework, like annoying mosquitoes. It's got to stop.

Frank Ables didn't listen when confronted with massive public opposition to reassessment. Look what happened. They're all gone now. George Blanchard rushed into the ZEO and fire protection, failing to consider pertinent facts. Look what happened. He's gone too, after almost tearing apart our entire volunteer fire system. Last night, a Planning Commissioner apologized to the citizens of Oconee County for a defective ordinance. It's got to stop.

I told you six weeks ago HighPointe-PointeWest would become just as controversial as reassessment. So far, you've totally ignored those pesky mosquitoes, the public which is so unified against you. Now, everywhere I go, the mosquitoes are not just angry; they are furious. They will begin extracting serious retribution in June. Some innocent incumbents may be snagged as well.

It's really sad. Two councilmen are teaching one side how to practice offensive zoning to control growth. The Planning Commission tells the other side to practice defensive zoning. That side doesn't want uncontrolled growth either. Meanwhile, the same two councilmen are working hard on a plan unique to all of SC to give away \$5.5M of our money to a developer to encourage growth. How ridiculous can things get? Two councilmen tearing our county apart to stop growth no one supports, while simultaneously gifting our money to promote growth. How stupid do you think the public is? This has got to stop tonight.

[Page 2 Beth, Journal] Developers love your plan so much they are already lining up for equal treatment. We can't even say: "The ink's still wet." That's because the ink doesn't even exist yet. We will never recover from your terrible mistake. It has to stop tonight.

We won't give up. I've been advocating for taxpayers for seven years. I've sued a state and won. I've brought massive negative publicity upon them. It takes a long time and hard work to get a bill thru Congress. I have been heavily involved in the process of fixing the underlying problem, and we are now very close to getting a bill thru a Democratic Congress that limits the right of states to tax businesses in other states. I simply don't give up when the public is being betrayed.

You must now tell Mr. Workman, Mr. Winkopp, and Mr. Huss goodbye. You have a great excuse. Say you are sorry, you made a mistake, but it's just not politically doable. For that matter, neither are spec

Public Comment 2

buildings or more expansions of government. They won't like it, but Mr. Workman has already said he can get \$2.5M he previously told us wasn't available. Tell him taxpayers are forcing you to say: "Go get it all." Blame it on me if you want to.

I am fully committed to the principle of fairness for the public. It's time to restore the public trust. 80% of the public now distrusts government throughout America. It's probably 95% here in Oconee County. We need full transparency in **everything** that goes on throughout this building. It's time to end the changes in the public comment session that discourage attendance by both the public and the press. It's time to eliminate the overlapping meetings of the Council and the School Board.

Ignore the public at your own **personal** risk. Kill HighPointe tonight or get prepared to face serious consequences. I don't give up when I am right, and especially when I have so much public support.



PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: April 20, 2010 7:00 p.m.

Ordinance Language for #2010-02, 2010-03, 2010-05, 2010-06, 2010-07 and 2010-08 on attached page

Public comment will be limited to four minutes per person.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinances| You Wish to Address

Ordinance #	2010-02	2010-03	2010-05	2010-06	2010-07	2010-08
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1. X LARRY LINSIN			✓	✓	✓	
2. X BRIT ADAMS			/	/	/	
3. X BO HORNE			-	-	-	
4. X TOM O'NEILL		✓				
5. X SUSIE CORNELIUS			↓	↓	↓	
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Handwritten signature: P. O. J. L.



Public Hearing
OCONEE COUNTY COUNCIL MEETING
Tuesday, April 20, 2010
6:00 PM

Council Chambers
Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Ordinance 2010-02 "AN ORDINANCE TO ESTABLISH CENTRALIZED PROCUREMENT REGULATIONS FOR OCONEE COUNTY, REPLACING ORDINANCE 2001-15 AND AMENDMENT ORDINANCE 2002-12."

Ordinance 2010-03 "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO *[Luther Land/Petty Road]*"

Ordinance 2010-05 "AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SPECIAL SOURCE REVENUE BONDS OF OCONEE COUNTY, SOUTH CAROLINA; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE PLEDGED REVENUES RECEIVED AND RETAINED BY THE COUNTY FROM THE PAYMENT OF FEES IN LIEU OF TAXES FROM CERTAIN JOINT COUNTY INDUSTRIAL AND BUSINESS PARKS AND PLEDGING THE PLEDGED REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING"

Ordinance 2010-06 "A FIRST SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING \$4,000,000 SPECIAL SOURCE REVENUE BOND, SERIES 2010, OF OCONEE COUNTY, SOUTH CAROLINA; PRESCRIBING THE FORM AND DETAILS OF SUCH BOND; AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN AND THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO."

Ordinance 2010-07 AN ORDINANCE TO DEVELOP A JOINT COUNTY BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SOUTH CAROLINA ("PICKENS COUNTY"), SUCH BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY, SOUTH CAROLINA ("OCONEE COUNTY") AND ESTABLISHED PURSUANT TO ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION, AND SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE PAYMENT OF EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES-IN-LIEU OF *AD VALOREM* TAXES TO OCONEE COUNTY, PICKENS COUNTY AND RELEVANT TAXING ENTITIES; TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESSES LOCATING IN SAID PARK; TO PERMIT A USER FEE-IN-LIEU OF *AD VALOREM* TAXATION WITHIN SAID PARK; AND OTHER MATTERS RELATED THERETO" & Agreement for Development of Joint Industrial Park.

Ordinance 2010-08 AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010, OF OCONEE COUNTY, SOUTH CAROLINA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$6,840,000 FOR THE PURPOSE OF REFUNDING CERTAIN OF THE COUNTY'S GENERAL OBLIGATION BONDS; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL AND THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Public Hearings I

[Page 3 Beth, List] The \$5.5M HighPointe-PointeWest giveaway is made possible only by:

- Exotic financial deals created by big bankers, just like those that brought our country down,
- Convoluted legal mechanisms, unique in all of SC, with questionable legality
- Secret meetings with no public notice and no public input allowed,
- Massive insider influence,
- Conflicts of interest, at least one must **still** be resolved
- A failing bank, with mortgages held by a Board member on his own failing property
- Numerous and frequent mortgages taken by principals from numerous banks, with collateral cross pledged among many properties,
- Non-competitive, sweetheart contracts,
- Precedents that will haunt us forever, and
- A council that refuses to listen to anyone about anything except developers.

It must stop tonight.

We thought the Clemson plan to annex the HighPointe area had gone away some time ago. **Wrong.** They're at it again. I know it, and you know it too. What happens after you've signed contracts to create an Industrial Park, purchased property with brownfield liabilities, provided massive tax breaks, completed the \$5.5M giveaway, and then Clemson steals the whole area away from us?

Will Clemson accept the massive liabilities? What happens when Clemson gets greedy, enlarges its vision, and grabs the airport as well? How will you ever get Clemson to repay the bonds we issued? It's time someone begins looking at the details of this bailout plan a banker dreamed up. How much longer do you think you can go around the people? How much farther do you think you can push us? It's got to stop tonight.

The principals and companies involved in HighPointe-PointeWest owe a lot of money to a lot of people. Clearly, you are bailing out friends while totally ignoring **unanimous** public opposition. There is something **badly** wrong up there, and we **know** more conflicts exist. There are so many complex, inter-related mortgages on so many properties cross-linked to HighPointe-PointeWest that the principals will have great difficulty providing clear title for the property you want to buy. Are you building in mechanisms to protect us from such events?

The FBI and the Department of Justice aggressively prosecute public officials who act improperly. Today, they are also aggressively pursuing misbehaving banks. When Community South Bank fails, it won't take long for the SEC to connect the dots. They already know the real estate collapse is the root of the problem. When they see an insider, a Board member even, holds mortgages from the bank he supervises, for his own failing real estate, and is highly leveraged at numerous other banks with many cross pledges of collateral across HighPointe-PointeWest and other external properties, it won't take long to call in the FBI. It won't take the FBI long to follow the money trail.

Public Hearing 2

If the principals and companies involved in HighPointe-PointeWest owe you money or favors, for any reason, and you don't recuse yourself before the third reading, it will be too late. You will find yourself involved in criminal prosecution. Bankers thought they were exempt. This week, Goldman-Sachs learned otherwise. They aren't, and all the big banks are now on notice.

You should be too. Wake up, and smell the coffee while you still have a chance. This is not going away. We don't need our own exotic banker deals built on quicksand right here in Oconee County. The public will not stand by idly while elected officials ignore them on so many issues, and giving away \$5.5M of our money to bailout friends is where we draw the line. It's got to stop tonight.

Once again, we will not give up.

You must now tell Mr. Workman, Mr. Winkopp, and Mr. Huss goodbye. You have a great excuse. Say you are sorry, you made a mistake, but it's just not politically doable. They won't like it, but "live by the sword, die by the sword". They knew, or should have known, the risks in presenting such an aggressive and unique plan, yet so similar to those bringing down banks everywhere. Just tell Mr. Workman: "Taxpayers forced me to say: Go get the rest of it."

Ignore the public at your own **personal** risk. Kill HighPointe tonight or get prepared to face serious consequences. Just like reassessment, the public will not give up. And, we have a long memory.



Providing Quality Services To Local Governments Since 1965.

Appalachian Council of Governments Services to Oconee County, FY 2010

Return on Investment

Oconee County's annual investment in the Appalachian COG is \$ 27,951. The projected return on that investment to Oconee County in FY 2010 is \$ 3,252,688, representing a return on investment ratio of \$ 116 to \$ 1.

Components of Funding through ACOG to Oconee County

\$ 1,178,858	Federal Direct Grant Programs ¹
275,688	ACOG Aging Program ²
100,000	ACOG Small Business and Entrepreneurial Loan Program ³
1,377,000	Workforce training ⁴
500,000	Rural Transportation System Improvement Funds ⁵
\$ 3,252,688	Total⁶

Notes

1. \$ 500,000 Community Development Block Grant for the Oconee County/Seneca Utica Mill Village Sewer improvement – Phase 3 project, \$ 500,000 Appalachian Regional Commission grant for the Pioneer Rural Water District Water Line Extension project, \$ 178,858 Energy Efficiency Community Block Grant for the Oconee County Public Facilities.
2. Funds provide meals (29,600 served), shelter, medical services, home health care, and transportation. They reduce the demand on County resources for addressing the needs of a growing and increasingly significant segment of the population.
3. Funding supports local, small, entrepreneurial, and expanding businesses.
4. Provides training for workers needing skills to adapt to changing technological needs, training for displaced workers, resources for incumbent worker and apprenticeship training, as well as training for out of school youth.
5. Funds applied to engineering and right of way on the Sheep Farm Road project. An additional \$ 9.5 million is programmed for that project in FY 2011 through FY 2013.
6. The Total figure includes funding that is anticipated through the end of FY 2010.

Additional Services to Oconee County During FY 2010

- Grant application – Oconee County/Seneca Utica Mill Village Sewer Improvements, Phase 4 – submitted a \$ 500,000 CDBG grant. Funding is expected to be announced in July.
- Grant application – City of Walhalla Water and Sewer Improvements in the Chicopee Mill Area – submitted a \$ 500,000 CDBG grant. Funding is expected to be announced in July.
- Grants administration. Continued the administration of the following grants;
 - City of Seneca – Utica Mill Village Phase II Sewer Improvement Project (\$ 870,000 CDBG),
 - Town of Westminster – Butler Street Area Rehabilitation Initiative (\$ 224,000 CDBG),
 - Tri-County Technical College/Oconee County Hamilton Career Center Workforce Training Facility project (CDBG).
- Information Technology Support, including
 - Complete rebuild of the County's central GIS server (installation of SQL, ArcGIS Server, SDE, and reconstruction of database, user accounts, permissions, and backup processes),
 - Street address updates of the County's 911 CAD system for emergency services. COG staff worked with the 911 director to import the latest GIS streets and addresses layer into the new CAD system,
 - Improved access to GIS data via internal and external web applications.
- Tri-County Telecommunications Master Plan. Developed a plan to enhance telecommunications and internet access in the Tri-County area. The plan is required to access federal grant funds for telecommunications infrastructure development.
- InfoMentum. This is a geographic and statistical data management system that is utilized by the Oconee Economic Development Department and the Upstate Alliance to provide information required by industrial and business prospects who are considering investment decisions in the County.
- Upstate Property Navigator. This web-based tool increases the on-line visibility of Oconee County, providing innovative interactive analysis tools and delivering more current, complete, and easily-retrieved information. Companies and site location consultants considering the area will have greater access to more in-depth information, giving Oconee County a competitive advantage for economic development.
- Plan-A-Biz. This is an on-line decision support system for small businesses that provides critical marketing information.
- 2010 Census preparation. ACOG worked with County staff to ensure accurate addresses and census tract information to provide for a thorough count for the 2010 census.
- Regional Comprehensive Economic Development Strategy update. This ensures that projects in Oconee County remain eligible to receive federal Economic Development Administration and Appalachian Regional Commission grant funds.

- Board and commission training. Provided a state mandated planning education program for board members and compliance staff for municipalities throughout the County.
- Staff training. ACOG staff provided supervisory and customer service training to employees from the County, municipalities across the County, and special purpose districts.
- Local government support. ACOG staff provides general governmental and planning assistance to Oconee County, as well as the municipalities of Salem, Seneca, Walhalla, Westminster, and West Union.
- Publications. Completed 2009 updates of the Oconee County Economic Profile and Oconee County Multi-Family Housing Analysis.
- Responded to 132 requests for information about Oconee County. These requests come from all over the world. Many are from firms considering investments in the County.

Coming Up In FY 2011

- An additional \$ 9.5 million in Transportation System Improvement funds is programmed for the Sheep Farm Road project in FY 2011 through FY 2013. Since FY 1998, this program has provided \$ 27.4 million for road improvement projects in Oconee County.
- Continuation of information technology support, including the development of a public access page for GIS data.
- Continuation of grant programs. Over the past five years, ACOG has helped local governments in the County secure \$ 3,194,000 in federal grant funds.
- Expansion of the small business lending program to provide additional resources for existing and new businesses.
- Enhancement of the InfoMentum support tool for economic development.
- Expansion of Aging Services in the County.
- On-going services to local governments.
- On-going state mandated planning education.

Oconee County, South Carolina
 General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance - Summary
 Year to Date Totals as of March 31, 2010

	Original Budget	YTD Actual	Variance / Remaining Budget	% Remaining
REVENUES				
Taxes	30,735,630	29,068,036	1,667,594	5%
Licenses, Permits and Fees	2,274,238	1,404,307	869,931	38%
Intergovernmental	4,091,834	2,199,269	1,892,565	46%
Fines and forfeitures	534,000	413,598	120,402	23%
County airport	701,974	396,244	305,730	44%
Parks & Recreation	291,865	158,224	132,441	45%
Miscellaneous and other	1,238,443	992,429	246,014	20%
Franchise Fees	54,500	166,865	(112,365)	-206%
Interest Income	550,000	280,272	269,728	53%
Total Revenues	40,472,484	35,060,243	5,412,240	13%
EXPENDITURES				
Administration	1,059,919	570,746	489,173	46%
Airport	919,785	439,313	480,472	52%
Community Services	2,497,493	1,723,721	773,763	31%
Direct Aid	1,787,769	1,489,384	298,385	17%
General Government	4,812,045	3,242,337	1,569,708	33%
Judicial Services	2,758,627	1,925,798	832,830	30%
Public Safety	12,679,021	9,305,235	3,373,786	27%
Public Works	12,153,797	7,467,773	4,686,024	39%
State Services	606,616	530,911	167,705	24%
Taxation	2,710,324	1,951,694	758,630	28%
Total Expenditures	42,077,386	28,646,910	13,430,476	32%
Excess (deficiency) of revenues over expenditure	(1,604,902)	6,413,333	-8,018,236	
Other financing sources (uses)				
Interfund transfer in/budgeted fund balance	2,185,936	0	2,185,936	
Interfund transfer out	(581,034)	0	(581,034)	
Total other financing sources	1,604,902	0	1,604,902	
Total	0	6,413,333	(6,413,334)	

Oconee County, South Carolina
 General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance - Detail
 Year to Date Totals as of March 31, 2010

	Original Budget	YTD Actual	Variance / Remaining Budget	% Remaining	Notes
REVENUES					
Taxes	30,735,830	29,068,036	1,667,794	5%	
Licenses, Permits and Fees	2,274,238	1,404,307	869,931	38%	Building permits and Deed fees have continued to decrease, may be some 4th quarter upswing
Intergovernmental	4,081,834	2,199,269	1,882,565	46%	State Aid to Subdivisions received at end of quarter
Fines and forfeitures	534,000	413,508	120,492	23%	
County Airport	701,974	386,244	305,730	44%	Fuel prices have been below expected - fuel costs have been less too
Parks & Recreation	291,665	159,224	132,441	45%	Seasonal revenue - in line with prior year
Miscellaneous and other	1,238,443	952,429	246,014	20%	
Franchise Fees	54,500	166,865	-112,365	-206%	Amount varies from year to year
Interest Income	550,000	260,272	289,728	53%	Revenue recorded on a cash basis during year
Total Revenues	40,472,484	35,060,243	5,412,241	13.4%	
EXPENDITURES					
Administration:					
Administrator	272,723	134,176	138,547	51%	Vacant positions unspent budget \$135k
County Council	504,194	254,881	249,313	49%	Budget includes \$100k that has been transferred for reappraisal, remaining contingency \$47k, auditor \$28k, donated gravel \$16k
Economic Development	283,002	181,689	101,313	36%	\$30k of dues unspent 3/31, \$20k paid in Apr
Airport	919,785	439,313	480,472	52%	Fuel prices have been below expected, budget includes \$130k for land purchase
Community Services:					
Library	1,224,853	864,004	360,849	29%	

Oconee County, South Carolina
 General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance - Detail
 Year to Date Totals as of March 31, 2010

	Original Budget	YTD Actual	Variance / Remaining Budget	% Remaining	Notes
Parks	1,272,530	859,715	412,814	32%	Seasonal expenses
	2,497,463	1,723,721	773,763	31%	
Direct Aid	1,787,769	1,485,384	286,385	17%	
General Government					
Building Codes	619,855	441,031	178,824	29%	
Charity Medical	115,000	97,500	17,500	15%	
Finance	621,523	440,784	180,739	29%	
Human Resources	1,367,759	737,617	630,142	46%	P&L Insurance \$360k under budget, Budget includes \$100k that was transferred for reappraisal, remaining contingency is \$90k
Information Technology	1,009,888	666,218	343,650	34%	Vacant positions & projects delayed
Non-Departmental	662,050	576,695	105,364	15%	
Planning	196,572	142,376	54,196	28%	
Zoning	6,200	2,726	3,472	58%	
Procurement	193,218	137,387	55,821	28%	
	4,812,045	3,242,337	1,569,708	33%	
Judicial Services:					
Clerk of Court	651,369	433,797	217,592	33%	Court expense is less than budgeted
Magistrates	690,687	435,838	154,749	26%	
Probate Court	496,008	288,750	211,218	42%	\$70k for digital imaging unspent as of 3/31/10, acquisition currently in progress
Probation, Parole & Pardon	0	0	0	0%	
Public Defender	150,000	150,000	0	0%	
Register of Deeds	381,517	289,559	111,958	29%	
Solicitor	487,126	349,814	137,312	26%	
	2,758,627	1,925,796	832,830	30%	
Public Safety:					
Animal Control	408,073	293,139	114,934	28%	

Oconee County, South Carolina
 General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance - Detail
 Year to Date Totals as of March 31, 2010

	Original Budget	YTD Actual	Variance / Remaining Budget	% Remaining	Notes
Communications	1,734,529	955,019	779,510	45%	\$361k 5 yr maintenance contract not paid for as of 3/31, currently in progress
Coroner	147,294	94,787	52,507	36%	68% of Professional line item is unspent (autopsies)
Detention Center	2,817,751	1,874,517	943,234	33%	Vacancies, \$95k for roof in progress, Jail Study \$25k less than budgeted
Emergency Services	2,355,627	1,669,617	685,910	29%	
Sheriff	5,965,847	4,416,156	1,547,691	26%	
	13,429,021	9,305,235	4,123,786	31%	
Public Works: Engineering Services	60,000	0	60,000	100%	Not used
Facility Maintenance	1,538,694	904,312	632,382	41%	\$90k roof for Health Dept in progress, utility & building maintenance costs less than budgeted.
Roads	4,089,803	2,633,744	1,456,059	36%	\$473k road paving, \$426k bridge replacement (Bridge & Culvert mill used as needed), \$136k gravel
Soil & water Conservation	52,573	33,963	18,610	35%	Building maint \$7k underbudget as of 3/31/10
Solid Waste	3,965,077	2,514,156	1,450,921	37%	\$84k professional in progress, \$130k capital in progress, tipping fees approximately \$300k less than expected for year to date- loss of large customer
Vehicle Maintenance	2,409,650	1,381,596	1,028,052	43%	Budget includes \$175k that was transferred for reassessment, also gas & diesel prices less than expected.
	12,153,797	7,467,773	4,686,024	38%	

Oconee County, South Carolina
 General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance - Detail
 Year to Date Totals as of March 31, 2010

	Original Budget	YTD Actual	Variance / Remaining Budget	% Remaining	Notes
State Services:					
Charity Medical Incident	170,000	163,622	6,178	4%	
Cooperative Extension	8,750	8,750	0	0%	
DSS/DHHS	13,410	8,667	4,743	36%	
Health Department	62,150	46,222	15,928	26%	
Legislative Delegation	81,288	57,924	23,364	29%	
Registrations & Elections	184,710	118,669	66,041	36%	June primary expenses
Veteran's Affairs	178,308	126,657	51,451	29%	
	<u>598,616</u>	<u>530,511</u>	<u>167,705</u>	<u>24%</u>	
Taxation:					
Assessor	1,297,755	815,453	382,302	29%	
Auditor	364,877	253,021	111,956	31%	
Board of Assessment Appeals	12,531	2,707	9,824	78%	
Computer Tax Center	188,730	175,564	13,166	7%	
Delinquent Tax Collector	416,986	286,529	130,457	31%	
Treasurer	429,345	318,420	110,925	26%	
	<u>2,710,324</u>	<u>1,951,694</u>	<u>758,630</u>	<u>28%</u>	Last quarter is most active - vacant position
Total Expenditures	<u>42,837,386</u>	<u>28,646,914</u>	<u>14,180,475</u>	<u>33%</u>	
Excess (deficiency) of revenues over expenditures	<u>(2,354,902)</u>	<u>6,413,332</u>	<u>(8,768,234)</u>		
Other financing sources (uses)					
Interfund transfer in/budgeted fund balance	2,935,936	0	2,935,936		
Interfund transfer out	(581,034)	0	(581,034)		
Total other financing sources	<u>2,354,902</u>	<u>0</u>	<u>2,354,902</u>		
Total	<u>0</u>	<u>6,413,332</u>	<u>(6,413,332)</u>		

Oconee County, South Carolina
 General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance - Comparison
 Year to Date Totals

SUMMARY	As of March 31, 2010				As of March 31, 2009				As of March 31, 2008			
	Original Budget	YTD Actual	Variance / Remaining Budget	% Remaining	Original Budget	YTD Actual	% Remaining	Original Budget	YTD Actual	% Remaining		
REVENUES												
Taxes	30,736,930	29,088,036	1,647,794	91%	30,056,157	29,203,986	3%	25,111,578	28,547,266	2%		
Licenses, Permits and Fees	2,274,238	1,409,307	865,931	38%	3,338,122	1,677,712	41%	3,954,232	2,239,235	44%		
Intergovernmental	4,091,034	2,159,268	1,932,566	48%	4,182,093	2,720,344	36%	3,518,779	2,740,257	22%		
Fines and forfeitures	534,000	413,558	120,402	23%	570,000	385,214	31%	613,319	547,137	7%		
County airport	701,574	396,244	305,730	44%	569,570	348,882	38%	659,920	525,281	20%		
Parks & Recreation	291,665	156,224	132,441	45%	300,300	131,470	50%	300,000	153,122	49%		
Miscellaneous and other	1,298,443	892,429	246,014	23%	739,258	701,031	4%	535,879	650,509	21%		
Franchise Fees	54,500	165,065	(112,365)	-108%	72,000	54,043	4%	70,000	64,368	8%		
Interest Income	550,000	260,272	289,728	53%	450,000	549,979	-22%	600,000	273,359	70%		
Total Revenues	40,472,484	35,060,243	5,412,241	13%	40,271,340	36,103,181	40%	39,563,708	35,816,669	9%		
EXPENDITURES												
Administrator	1,059,919	570,746	489,173	46%	1,454,940	958,312	52%	1,469,272	972,144	39%		
Airport	919,785	439,313	480,472	52%	806,708	252,952	69%	797,724	943,200	57%		
Community Services	2,497,483	1,723,121	773,763	31%	2,577,278	1,745,440	32%	2,605,029	1,728,235	54%		
Direct Aid	1,707,769	1,489,304	298,365	17%	835,745	800,029	4%	785,641	500,233	25%		
General Government	4,812,345	3,242,337	1,569,708	33%	4,732,326	3,015,682	36%	5,180,188	3,479,363	33%		
Judicial Services	2,759,527	1,025,759	832,830	30%	2,779,810	2,017,879	27%	2,009,009	1,962,068	27%		
Public Safety	19,429,021	9,305,295	4,123,788	31%	12,250,330	8,318,424	32%	11,554,192	8,234,240	29%		
Public Works	12,153,797	7,467,773	4,686,024	39%	12,893,953	6,337,371	49%	12,365,048	8,634,898	45%		
State Services	696,010	530,911	167,702	24%	671,815	547,544	18%	522,956	426,840	18%		
Taxation	2,710,324	1,951,864	758,830	28%	2,755,933	1,921,721	30%	2,204,043	1,630,040	28%		
Total Expenditures	42,827,386	28,646,810	14,180,476	33%	41,558,936	25,945,994	38%	40,254,099	25,777,243	36%		
Excess (deficiency) of revenues over expenditures	(2,354,902)	6,413,333	(8,768,233)		(1,287,596)	10,257,487		(691,391)	10,039,426			

Ref: Luther Land & Petty Roads Request

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Third Reading of Ordinance 2010-03: An Ordinance to Amend the Zoning Enabling Ordinance Pursuant to a Citizen-Initiated Rezoning Request

BACKGROUND OR HISTORY:

The proposed Ordinance 2010-03 stems from a citizen-initiated rezoning request submitted by Mr. Robert Royer on November 30, 2009. The request was accompanied by the signatures of approximately 62% of the owners of the parcels proposed for rezoning. The submitted proposal requested the rezoning of 371 parcels located in the Luther Land Road and Petty Road area, near Lake Keowee, from the Control Free District (CFD). County Council took First Reading in Title Only on February 2, 2010, and the Planning Commission reviewed the request and forwarded its recommendation to Council on March 1, 2010. On March 16, 2010, County Council gave Second Reading on the proposed rezoning as recommended by the Commission, which proposes rezoning 30 parcels into the Residential District, and 332 parcels into the Lake Residential District.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS
Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: N/A

STAFF RECOMMENDATION:

Take Third Reading of Ordinance 2010-03.

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much: N/A

ATTACHMENTS

Map of Proposed Rezoning; Copy of Draft Ordinance 2010-03

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Aut Hill

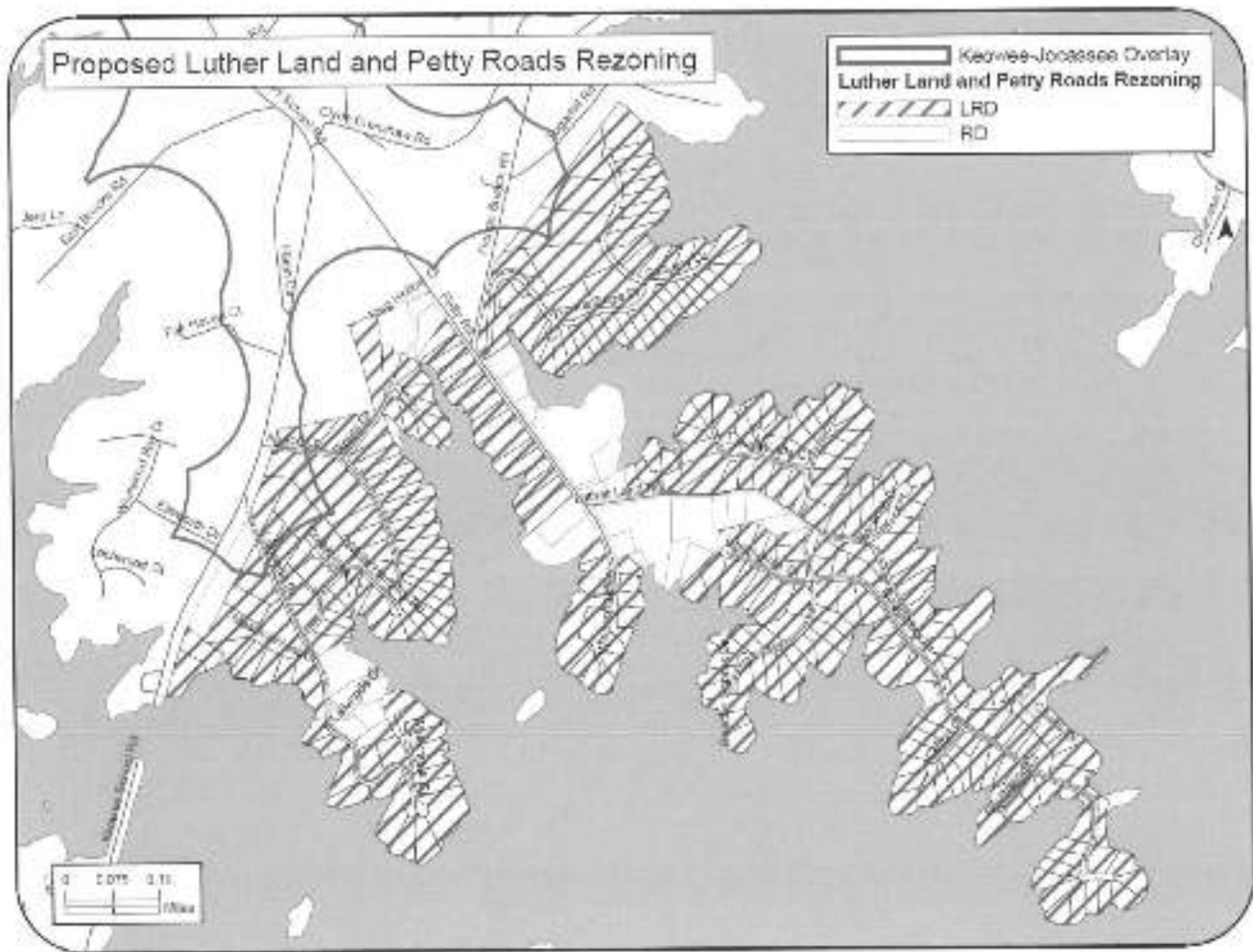
Department Head/Elected Official

Approved for Submittal to Council:

J.E. Klugh, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



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A calendar with due dates marked may be obtained from the Clerk to Council.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-03

AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the "Zoning Enabling Ordinance", or "ZEO"), codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and by majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and recommends adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Lake Residential District (LRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the LRD in Chapter 38 of the Code.

Parcel (Tax Identification Number)

164-00-02-004	164-00-02-070	164-01-02-001	164-03-01-004	164-03-02-012
164-00-02-007	164-00-02-071	164-02-01-001	164-03-01-005	164-03-02-013
164-00-02-011	164-00-02-072	164-02-01-002	164-03-01-008	164-03-02-014
164-00-02-017	164-00-02-076	164-02-01-003	164-03-01-007	164-03-02-015
164-00-02-018	164-00-02-082	164-02-01-004	164-03-01-008	164-03-02-018
164-00-02-027	164-00-02-083	164-02-01-005	164-03-01-009	164-03-02-017
164-00-02-028	164-00-02-088	164-02-01-006	164-03-01-010	164-03-02-018
164-00-02-029	164-00-02-090	164-02-01-007	164-03-01-011	164-03-02-019
164-00-02-030	164-00-02-091	164-02-01-008	164-03-01-012	164-03-02-020
164-00-02-031	164-00-02-092	164-02-01-009	164-03-01-013	164-01-01-001
164-00-02-032	164-00-02-093	164-02-01-011	164-03-01-014	164-04-01-002
164-00-02-033	164-00-02-094	164-02-01-012	164-03-01-015	164-04-01-003
164-00-02-034	164-00-04-003	164-02-01-014	164-03-01-016	164-04-01-004
164-00-02-035	164-00-04-004	164-02-01-015	164-03-01-017	164-04-01-005
164-00-02-036	164-00-04-005	164-02-01-016	164-03-01-018	164-04-01-006
164-00-02-038	164-00-04-006	164-02-01-017	164-03-01-019	164-04-01-007
164-00-02-039	164-00-04-016	164-02-01-018	164-03-01-020	164-04-01-008
164-00-02-040	164-00-04-020	164-02-01-019	164-03-01-021	164-04-01-009
164-00-02-041	164-00-04-031	164-02-01-020	164-03-01-022	164-04-01-010
164-00-02-042	164-00-04-033	164-02-01-021	164-03-01-023	164-04-01-011
164-00-02-043	164-00-04-036	164-02-01-022	164-03-01-024	164-04-01-012
164-00-02-047	164-00-04-040	164-02-02-001	164-03-01-025	164-04-01-013
164-00-02-048	164-00-04-041	164-02-02-002	164-03-01-026	164-04-02-001
164-00-02-050	164-00-04-043	164-02-02-003	164-03-01-027	164-04-02-002
164-00-02-052	164-00-04-044	164-02-02-004	164-03-01-028	164-04-02-003
164-00-02-053	164-01-01-001	164-02-02-005	164-03-01-029	164-04-02-004
164-00-02-054	164-01-01-002	164-02-02-006	164-03-01-030	164-04-02-005
164-00-02-056	164-01-01-003	164-02-02-007	164-03-01-031	164-04-02-006
164-00-02-057	164-01-01-004	164-02-02-008	164-03-01-032	164-04-02-007
164-00-02-058	164-01-01-005	164-02-02-010	164-03-02-001	164-04-02-008
164-00-02-059	164-01-01-007	164-02-02-012	164-03-02-002	164-04-02-009
164-00-02-060	164-01-01-008	164-02-03-001	164-03-02-003	164-04-02-010
164-00-02-061	164-01-01-009	164-02-03-002	164-03-02-004	164-04-02-011
164-00-02-063	164-01-01-010	164-02-03-003	164-03-02-005	164-04-02-012
164-00-02-064	164-01-01-011	164-02-03-004	164-03-02-006	164-04-02-013
164-00-02-065	164-01-01-012	164-02-03-005	164-03-02-007	164-04-02-014
164-00-02-068	164-01-01-013	164-02-03-006	164-03-02-008	164-04-02-015
164-00-02-067	164-01-01-014	164-03-01-001	164-03-02-009	164-04-02-016
164-00-02-068	164-01-01-015	164-03-01-002	164-03-02-010	164-04-02-017
164-00-02-069	164-01-01-016	164-03-01-003	164-03-02-011	164-04-02-018

164-04-02-019	164-04-02-059	164-05-01-043	164-07-01-036
164-04-02-020	164-05-01-001	164-05-01-044	164-07-01-037
164-04-02-021	164-05-01-002	164-05-01-046	164-07-01-038
164-04-02-022	164-05-01-003	164-05-01-039	164-07-01-039
164-04-02-023	164-05-01-004	164-06-01-040	164-07-01-040
164-04-02-024	164-05-01-005	164-07-01-001	164-07-01-041
164-04-02-025	164-05-01-006	164-07-01-002	164-07-01-042
164-04-02-026	164-05-01-007	164-07-01-003	164-07-01-043
164-04-02-027	164-05-01-008	164-07-01-004	164-07-01-044
164-04-02-028	164-05-01-009	164-07-01-005	164-07-01-045
164-04-02-029	164-05-01-010	164-07-01-006	164-07-01-046
164-04-02-030	164-05-01-011	164-07-01-007	164-07-01-047
164-04-02-031	164-05-01-014	164-07-01-008	
164-04-02-032	164-05-01-015	164-07-01-009	
164-04-02-033	164-05-01-016	164-07-01-010	
164-04-02-034	164-05-01-017	164-07-01-011	
164-04-02-035	164-05-01-018	164-07-01-012	
164-04-02-036	164-05-01-019	164-07-01-013	
164-04-02-037	164-05-01-020	164-07-01-014	
164-04-02-038	164-05-01-021	164-07-01-015	
164-04-02-039	164-05-01-022	164-07-01-016	
164-04-02-040	164-05-01-023	164-07-01-017	
164-04-02-041	164-05-01-024	164-07-01-018	
164-04-02-042	164-05-01-025	164-07-01-019	
164-04-02-043	164-05-01-027	164-07-01-020	
164-04-02-044	164-05-01-028	164-07-01-021	
164-04-02-045	164-05-01-029	164-07-01-022	
164-04-02-046	164-05-01-030	164-07-01-023	
164-04-02-047	164-05-01-031	164-07-01-024	
164-04-02-048	164-05-01-032	164-07-01-025	
164-04-02-049	164-05-01-033	164-07-01-026	
164-04-02-050	164-05-01-034	164-07-01-027	
164-04-02-051	164-05-01-035	164-07-01-028	
164-04-02-052	164-05-01-036	164-07-01-029	
164-04-02-053	164-05-01-037	164-07-01-030	
164-04-02-054	164-05-01-038	164-07-01-031	
164-04-02-055	164-05-01-039	164-07-01-032	
164-04-02-056	164-05-01-040	164-07-01-033	
164-04-02-057	164-05-01-041	164-07-01-034	
164-04-02-058	164-05-01-042	164-07-01-035	

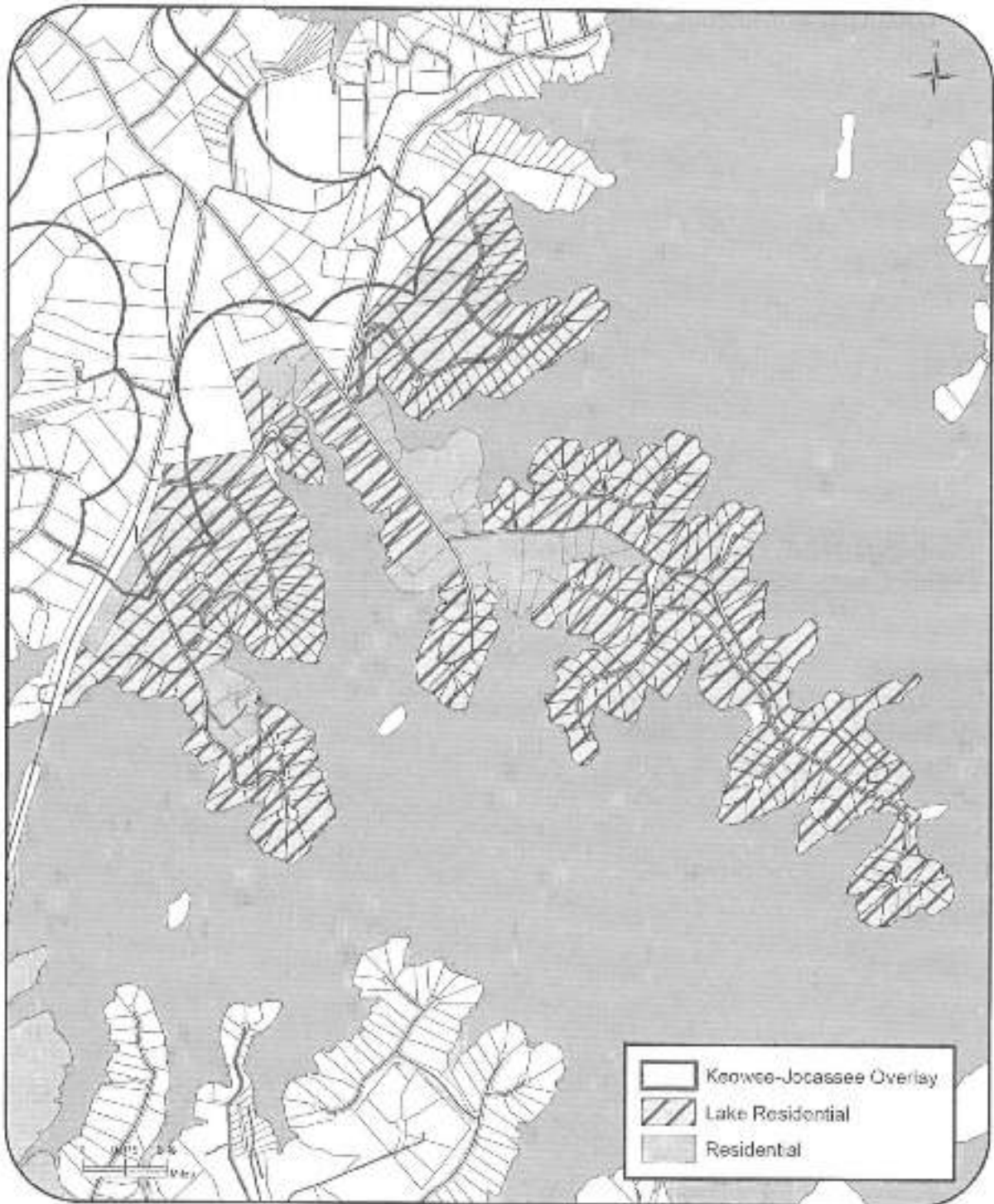
B. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Residential District (RD), and appropriately identified as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and all associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the RD in Chapter 38 of the Code.

Parcel (Tax Identification Number)

164-00-02-003	164-00-02-080	164-00-04-025
164-00-02-005	164-00-02-081	164-00-04-028
164-00-02-008	164-00-04-008	164-00-04-034
164-00-02-023	164-00-04-009	164-00-04-035
164-00-02-026	164-00-04-011	164-00-04-037
164-00-02-037	164-00-04-012	164-00-04-038
164-00-02-074	164-00-04-013	164-00-04-039
164-00-02-077	164-00-04-014	164-00-04-045
164-00-02-078	164-00-04-017	164-00-04-046
164-00-02-079	164-00-04-022	164-00-04-047

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

APPENDIX A
Parcels Rezoned by Ordinance 2010-23



ORDAINED in meeting, duly assembled, this ____ day of _____, 2010..

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Reginald T. Dexter, Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading:	February 2, 2010
Second Reading:	March 16, 2010
Public Hearing:	April 20, 2010
Third Reading:	April 20, 2010

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-02

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V OF THE OCONEE COUNTY
CODE OF ORDINANCES PERTAINING TO THE PROCUREMENT POLICIES AND
PROCEDURES OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Oconee County Council (the "County Council"), has previously adopted certain ordinances and regulations regarding procurement, all of which are codified in Chapter 2, Article V of the Code of Ordinances, Oconee County, South Carolina (the "Code of Ordinances"); and,

WHEREAS, the South Carolina General Assembly has delegated the responsibility to political subdivisions of South Carolina, including the County, to adopt ordinances and promulgate procedures embodying sound principles of appropriately competitive procurement; and,

WHEREAS, the County Council recognizes that the primary concern of county government is the effective provision of services to the citizens of the County in a competitive, efficient and economical way; and,

WHEREAS, the County Council intends for all purchases of goods and services needed to provide these governmental services in the County be conducted with primary concern for the efficient and economical use of revenues provided by the citizens of the County; and,

WHEREAS, the County Council desires to update, amend and revise the centralized procurement practices and processes of the County, to provide a clear and comprehensive ordinance governing procurement by this County; to promote increased public confidence in the procurement regulations, procedures, and practices used by this County; to maximize the purchasing value of public funds; to foster real and effective broad-based competition for public procurement within the free enterprise system; to provide safeguards for maintaining a procurement system of quality and integrity; and to permit the continued development of procurement regulations, procedures, and practices that support user needs.

WHEREAS, the County Council therefore intends to repeal and replace all sections in Chapter 2, Article V of the Code of Ordinances:

NOW, THEREFORE, be it ordained by County Council, in meeting duly assembled that:

1. Chapter 2, Article V of the Code of Ordinances, Oconee County, South Carolina, entitled *Finance*, is hereby repealed in its entirety, is renamed *Procurement*, and is replaced as set forth in **Exhibit A**, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.
2. All sections and divisions of Chapter 2, Article V of the Code of Ordinances that are not specifically replaced by and through Exhibit A are hereby repealed, revoked, and rescinded.
3. The remaining terms and provisions of the Code of Ordinances not revised or affected hereby remain in full force and effect.
4. Should any word, phrase clause or provision of this Ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such determination shall not effect this Ordinance as a whole, or any part hereof, except that specific provision declared by such court to be invalid or unconstitutional. If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Reginald T. Dexter, Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading [in title only]: January 19, 2010
Second Reading: April 6, 2010
Public Hearing:
Third Reading:

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ARTICLE V. PROCUREMENT.

SECTION 2-421. Application.

(a) **General Application.** This Article applies to contracts for the procurement of property, supplies, services, and construction entered into by the County after the effective date of Oconee County Ordinance 2010-02, unless the parties agree to its application to contracts entered into prior to the effective date.

(b) **Application to County Procurement.** This Article shall apply to every expenditure of funds by the County for the purpose of procuring property, supplies, services, and construction services for the County irrespective of the source of funds. It shall also apply to the disposal of County equipment and supplies.

(c) **Application to State or Federal Fund Procurements.** Where a procurement involves funds provided by the State of South Carolina or the United States of America, that procurement shall be in compliance with such State or Federal laws and authorized regulations as are mandatorily applicable. However, in every instance where the provisions of this Article are more restrictive than State or Federal laws or authorized regulations, the provisions of this Article shall be followed.

SECTION 2-422. Definitions.

Architect-Engineer and Land Surveying Services. Those professional services associated with the practice of architecture, professional engineering, land surveying, landscape architecture and interior design pertaining to construction, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including but not limited to studies, investigations, surveys, evaluations, consultations, planning, programming conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals and other related services.

Bidder. A business who has submitted a bid in response to an invitation for bids.

Business. Any corporation, partnership, sole proprietorship, firm, enterprise, company, franchise, association, organization, self-employed individual, or any other private legal entity.

Change Order. An agreed-upon written order to a Contractor executed by the Procurement Director and the Contractor after or in conjunction with execution of the base contract, directing a change in the work which may include a change in the contract price, the time for the Contractor's performance, or any combination thereof.

Construction. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings or real property.

Construction Management Services, Design-Build Services, or Turnkey Management Services. Approaches to construction contract management that allow for the selection of a single business to perform and manage the complete design and construction of a project.

Contract. All types of County agreements, regardless of how they may be styled, for the procurement or disposal of property, supplies, services, or construction.

Contract Modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contractor. Any business having a contract with the County.

Cooperative Procurement. Procurement conducted by, or on behalf of, more than one Public Procurement Unit.

Cost Reimbursement Contract (also known as a Cost Plus-a-Percentage Contract) A contract that reimburses the contractor for all incurred costs which are allowable and allocable under the terms of the contract and may include a profit or fee.

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Days. Calendar days. In computing any period of time prescribed by this Article or the ensuing regulations, or by any order or determination of the Procurement Director or of the Procurement Appeals Board, the day of the event from which the designated period of time begins to run is not included. If the final day of the designated period falls on a Saturday, Sunday, or a legal holiday for the County, then the period shall run to the end of the next business day.

Duly Certified Disadvantaged Business Enterprises (DBE), Small Business Enterprises (SBE), Minority Business Enterprises (MBE), and Women's Business Enterprises (WBE) are businesses which have obtained a certification as a DBE, SBE, MBE or WBE from the State or Federal Government, including, but not limited to certification as an MBE by the Governor's Office of Small and Minority Business Assistance.

Excess Supplies. Any supplies which are no longer required by the using County department in possession of the supplies or which no longer have a remaining useful life.

Expendable Supplies. Supplies or equipment that are normally consumed during use and have a very short life cycle.

Governmental Body. Oconee County or any department or agency of this County with which a public official or public employee is associated or employed.

Invitation to Bid. A written or published solicitation issued by the Procurement Director for bids to contract for the procurement or disposal of stated property, supplies, services, or construction, which will ordinarily result in the award of the contract to the responsible bidder making the lowest responsive bid.

Nonexpendable Supplies. Supplies that are not consumed during use or that do not lose their identity during use.

Offeror. A business who has submitted an offer in response to a request for proposals.

Person. One human being acting individually or on behalf of a business, an estate, a committee, an association, a club, or any other organization or group of persons acting in concert.

Personal Property. All supplies not considered as real property.

Professional services. Those services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field, including, without limitation, accountants, paralegals, architects, clergy, surveyors, consultants, court reporters, dentists, physicians, and nurses.

Procurement. The buying, renting, leasing, or otherwise acquiring of any property, supplies, services, or construction services. It also includes all functions that pertain to the obtaining of any property, supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Public Agency. A public entity subject to or created by the County.

Public Procurement Unit. Any county, city, town, or other subdivision of the State or public agencies of any such subdivision, public authority, educational, health, or other institution, any other entity which expends public funds for procurement of property, supplies, services, or construction, any association which limits membership to governmental units.

Procurement Director. The head of the Central Procurement Department of the County.

Real Property. Any land, all things growing on or attached thereto, and all improvements made thereto including buildings and structures located thereon.

Request for Proposals. A written or published solicitation issued by the County for proposals to provide property, supplies, services, or construction services which ordinarily result in the award of the contract to the responsible bidder making the proposal determined to be most advantageous to the County. The award of the contract must be made on the basis of evaluation factors which must be stated in the Request for Proposals, and may include, but not be controlled alone by, the factor of price proposed to be charged.

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Responsible Bidder or Offeror. A business who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder or Offeror. A business who has submitted a bid or offer which conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Service(s). The furnishing of labor, time, or effort by a contractor not required to deliver specific end product, other than reports which are merely incidental to required performance. This term does not include employment agreements.

Subcontractor. Any business having a contract to perform work or render service to a prime contractor as a part of the prime contractor's agreement with the County.

Specification. Any description of the physical or functional characteristics of a property, supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a property, supply, service, or construction item for delivery.

Supplies. All personal property, including but not limited to equipment, materials, printing, insurance, excluding real property or an interest in real property.

Surplus Supplies or Property. Any supplies or property that are no longer needed by the County and are designated for disposal outside of the County. This includes obsolete supplies and/or property, scrap materials, and nonexpendable supplies that have completed their useful life cycle. (See Section 2-445)

Using Department. Any department, commission, board, or public agency of this County requiring supplies, services, or construction procured under this Article.

SECTION 2-423. Procurement Organization.

(a) **Centralization of Procurement.** All rights, powers, duties, and authority relating to the purchase of equipment, supplies, and services and to the management, control, warehousing, sale, and disposal of property, equipment and surplus supplies are hereby vested in a central Procurement Department for the County subject to the legitimate authority of the County Council, the County Administrator and such ordinances, rules, and regulations as exist for the governance of the County.

(b) **Centralization of Procurement Authority.** Except as otherwise provided in this Article, the authority relating to the procurement of property, supplies, services, and construction is hereby vested in the Procurement Director of this County.

(c) **Establishment, Appointment, and Tenure.** There is hereby created the position of Procurement Director, who shall be the County's principal public procurement official. The County Administrator shall appoint the Procurement Director. The Procurement Director shall be employed with regard to his/her professional qualifications in public procurement and level of education. The Procurement Director shall be a full-time public employee of the County, and subject to the Oconee County Personnel Rules.

(d) **Authority and Duties.** Except as otherwise provided herein, the Procurement Director shall serve as the principal public procurement official of the County, and shall be responsible for the procurement of supplies, services, and construction in accordance with this Article, as well as the disposal of Surplus Supplies and Property. In accordance with this Article, the Procurement Director shall: (a) procure or supervise the procurement of all property, supplies, services, and construction services needed by the County; (b) sell, trade, or otherwise dispose of Surplus Supplies and Property belonging to the County; (c) establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the using department, for property, supplies, services, and/or construction services.

(e) **Delegation of Authority.** The Procurement Director may delegate authority to purchase certain property, supplies, services, and construction to other County officials or designees of the Procurement Department, if such delegation is deemed necessary for the effective procurement of those items, but only in accordance with the other terms and provisions of this Article.

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(f) **Authority to Promulgate Regulations.** Except as otherwise provided in this Article, the Procurement Director shall have the authority and responsibility to promulgate regulations governing the procurement, management, control, and disposal of any and all property, supplies, services, and/or construction to be procured by the County. A manual of Procurement Regulations and Procedures shall be developed and maintained by the Procurement Director. All regulations and procedures shall be in keeping with the letter and intent of this Article.

(g) **Relationship With Using Departments.** The Procurement Director and his/her staff shall maintain a close and cooperative relationship with the using departments. Each using department shall be afforded reasonable opportunity to participate in and make recommendations with respect to procurement matters affecting the using department.

(h) **Advisory Groups.** The Procurement Director may appoint advisory groups to assist with respect to specifications and procurement in specific areas, and with respect to any other matters within the authority of the Procurement Director. These groups could include department heads, vendors, and others as deemed necessary. Such groups shall, to the extent required by law, comply with all South Carolina laws applicable to such groups.

SECTION 2-424. Procurement Records.

(a) **Retention of Procurement Records.** All determinations and other written records pertaining to the solicitation and award of an Invitation to Bid, a Request for Proposals, or any other solicitation made under this Article, and findings required by this Article shall be maintained in a file by the Procurement Director. This requirement does not include documents, parts of documents, or copies of documents that are normally distributed to using departments, the Finance Department, or any other department that normally receives such distributions. All procurement records shall be retained and disposed of in accordance with records retention guidelines and schedules approved by the County. If a contract is being funded in whole or in part by assistance from a Federal agency, then all procurement records pertaining to that contract shall be maintained for three (3) years from the closeout date of the assistance agreement, or the final disposition of any controversy arising out of the assistance agreement.

(b) **Public Access to Procurement Information.** Procurement information shall be a public record to the extent required by the South Carolina Freedom Of Information Act ("SCFOIA") as set forth in Chapter 4 of Title 30, of the South Carolina Code of Laws, 1976, as amended. Except as required by law or court order, commercial or financial information which an offeror or bidder seeks to protect from disclosure (hereinafter "Proprietary Information" in this subsection) will not be disclosed after the award provided the offeror or bidder clearly marks any information the offeror or bidder considers to contain Proprietary Information as "CONFIDENTIAL" on each part of the proposal documents by page, paragraph, section or line, as appropriate. Proprietary Information includes information that, if disclosed, might cause harm to the competitive position of the offeror or bidder supplying the information. Additionally, the offeror or bidder seeking to exempt information from disclosure under SCFOIA shall be solely responsible for identifying information as exempt from disclosure under SCFOIA and for visibly marking each specific document or part of a document which the offeror or bidder deems to be so exempt as "EXEMPT FROM S.C. FREEDOM OF INFORMATION ACT." If any part of a proposal is designated as exempt from SCFOIA, there must be attached to that part an explanation of how this information fits within one or more categories exempt from disclosure under SCFOIA. The County shall reserve the right to determine, in its sole discretion, whether this information, including marked items, meets SCFOIA requirements for non-disclosure or otherwise should be exempt from disclosure. The offeror or bidder shall be solely responsible for any consequences related to or arising from the nondisclosure of any information that is subsequently determined not exempt from disclosure under SCFOIA. The County will not assume responsibility for the disclosure of any information that is disclosed as a result of the offeror or bidder's failure to visibly mark as "CONFIDENTIAL" or "EXEMPT FROM S.C. FREEDOM OF INFORMATION ACT," and the County will not bear liability for disclosing Proprietary Information or other information that the County in good faith has determined to be subject to disclosure under applicable law or court order. The County shall disclaim any responsibility for not disclosing information identified by an offeror or bidder as exempt from SCFOIA.

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SECTION 2-425. DBE/SBE/MBE/WBE Utilization

The County wishes to ensure that qualified and duly certified Disadvantaged Business Enterprises ("DBE"), Small Business Enterprises ("SBE"), Minority Business Enterprises ("MBE"), and Women's Business Enterprises ("WBE") are afforded the opportunity to fully participate in the overall procurement process of the County. In addition to any requirements set forth in state or federal mandates, the Procurement Director shall include qualified DBE's, SBE's, MBE's, and WBE's on solicitation lists; when economically feasible, divide total requirements into small tasks or quantities to permit maximum participation of DBE's, SBE's, MBE's, and WBE's; and solicit qualified DBE's, SBE's, MBE's, and WBE's who are on the solicitation lists when they are potential sources for supplies, services, or construction.

SECTION 2-426. Specific State and Federal Law Requirements.

(a) **Drug-free Workplace Act.** The County shall require offerors and bidders responding to any written or published solicitation issued by the County to certify in writing that the offeror or bidder is in full compliance with the requirements of the Drug-free Workplace Act as set forth in Chapter 107 of Title 44 of the South Carolina Code of Laws, 1976, as amended.

(b) **Unauthorized Aliens and Public Employment.** The County shall require offerors and bidders responding to any written or published solicitation issued by the County to certify in writing that the offeror or bidder is in full compliance with the requirements set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and specifically that the offeror or bidder agrees to provide to the public employer any documentation required to establish either: (a) Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, is inapplicable to the offeror or bidder or any subcontractor or sub-subcontractor of the offeror or bidder; or (b) the offeror or bidder and any subcontractor or sub-subcontractor of the offeror or bidder is in full compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended. The offeror or bidder shall also certify that the offeror or bidder will, and at all times during the performance of work provided to the County, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (IRCA) in the hiring of its employees, and the offeror or bidder shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the offeror or bidder's failure to comply strictly with IRCA or Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended.

(c) **Compliance with Federal Requirements; Compliance with Disbursement and Management Requirements of Financing Documents.** Where a procurement involves the expenditure of Federal assistance or contract funds, the Procurement Director shall comply with such Federal law and authorized regulations which are mandatorily applicable, and which are not presently reflected in this Article. Where a procurement involves the expenditure of funds, which are the proceeds of bonds or certificates of participation, or other financing instruments or documents, the Procurement Director and other applicable County personnel shall comply with the terms of such financing as they relate to the disbursement of funds and management of projects, insofar as such terms are mandatorily applicable and which are not presently reflected in this Article.

SECTION 2-427. Standards of Conduct and Ethics in Public Contracting.

In all actions involving the procurement of property, supplies, services, or construction for the County, the provisions of Chapter 13 of Title 8 of the South Carolina Code of Laws, 1976, as amended, (the "State Ethics Act"), shall be complied with. It shall be unethical for a person or business to be retained, or to retain a person or business, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

SECTION 2-428. Exemptions.

(a) **Governmental Body and Funding Exemptions.** Contracts approved by ordinance, resolution, or other specific action of the County Council are exempt from the provisions of this Article. County Council may exempt by resolution specific items, services, or projects from the purchasing procedures required in this Article, and County Council shall retain the authority to establish by ordinance, or approve by resolution, a method of source

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selection other than those specified in this Article. The purchase and disposal of published books, periodicals, technical pamphlets, and other such materials by the Oconee County Public Library System are exempt from the provisions of this Article. However, the Oconee County Public Library Board of Trustees shall submit procedures for the purchase and disposal of such items to County Council for approval and shall abide by the procedures approved by County Council. If the County lawfully provides funds for the provision of public services, public improvements or public infrastructure in connection with a private project, where the work for the project, including without limitation, the design, acquisition, construction or installation of improvements or infrastructure (including the public improvements or infrastructure) is to be performed by a private business or its agent, such a project shall be exempt from this Article and the private business need not procure the services and the supplies associated with such a project as specified in this Article.

(b) **Supply/Service Exemptions.** The following supplies and services are exempt from this Article and need not be purchased through the standard procurement process: (1) Works of art and one-of-a-kind items, such as paintings, antiques, sculptures and similar objects; (2) Published books, maps, periodicals, technical pamphlets, and other such materials; (3) Membership fees, professional dues, registration fees; (4) Postage stamps and fees; (5) Utility Services; (6) Advertising time or space in newspapers, radio, television, professional journals or publications; (7) Professional training; (8) The purchase of goods, products, and services from the South Carolina Department of Corrections, Division of Prison Industries; (9) Attorneys and legal services; (10) License agreements for computer software, after such software has been purchased subject to the provisions of this Article; (11) The procurement of copyrighted educational films, filmstrips, slides and transparencies, CD-ROM documents, databases, computer assisted instructional materials, video programs and other related materials.

(c) **Other Exemptions.** Procurements obtained under any of the following methods are exempt from Invitation to Bid/Request for Proposals procedures listed in this Article: (1) Sole Source procurement (see Section 2-434); (2) Emergency procurements (see Section 2-435); (3) Equipment Maintenance or service contracts which are made with the manufacturer or authorized service/agent. This also includes additional purchases of equipment to replace or upgrade part of a system that is covered under a maintenance agreement; (4) Repairs to equipment performed by an authorized dealer including repair parts that may only be obtained from an authorized dealer; (5) Equipment or services purchased through South Carolina State Contracts, South Carolina State or Federal Surplus Property or from Invitations to Bid/Requests for Proposals issued by other governmental agencies or political subdivisions and other cooperative purchases under Section 2-444; (6) Used Equipment – When County staff have inspected used equipment and found it to be in good condition and competitively/fairly priced and when "time is of the essence" to secure said equipment, the Procurement Director or the County Administrator have authority to approve this type of purchase; and (7) Existing bid or contract – the acquisition of supplies, services or construction previously contracted for. Although the items listed in this section are exempt from the normal procurement procedures of this Article, every effort should be made to ensure that the procurement made and/or contract negotiated is cost effective and is in the best interest of the County.

SECTION 2-429. Methods of Source Selection.

Unless otherwise required by law, all County contracts amounting to Fifty Thousand Dollars (\$50,000.00) or more shall be awarded by competitive sealed bidding, pursuant to Section 2-430 (Competitive Sealed Bidding), except as provided in: (1) Section 2-428(b) (Supply Service Exemptions); (2) Section 2-428(c) (Other Exemptions); (3) Section 3-430(m) (Negotiations After Unsuccessful Competitive Sealed Bidding); (4) Section 2-431 (Competitive Sealed Proposals); (5) Section 2-432 (Purchasing Limits); (6) Section 2-434 (Sole Source Procurement); (7) Section 2-435 (Emergency Procurements); (8) Section 2-446 (Real Property); (9) Section 2-436 (Professional Services); (10) Section 2-442 (Construction Contracting). County Council shall retain the authority to establish or approve a method of source selection other than those specified in this Section.

SECTION 2-430. Competitive Sealed Bidding.

(a) **Conditions for Use.** Contracts amounting to Fifty Thousand Dollars (\$50,000.00) or more shall be awarded by competitive sealed bidding except as otherwise provided in Section 2-429 (Methods of Source Selection).

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(b) **Invitation to Bid.** An Invitation to Bid shall be issued in an efficient and economical manner to at least three qualified sources on the bidders' lists appropriate for the particular procurement, and shall include specifications and all contractual terms and conditions applicable to the procurement. If three qualified sources are not available, invitations to bid shall be issued to such qualified sources as are available.

(c) **Bidders' Lists.**

i. All sources requesting to be put on a bidders' list shall be so enlisted, unless the Procurement Director makes a written determination that the source should not be enlisted in accordance with regulations.

ii. The Procurement Director shall ensure that the bidders' lists contain all identified sources interested in bidding on County procurement. The Procurement Director shall periodically review the bidders' lists and shall require the addition or deletion to such lists of sources contained therein, as deemed necessary.

(c) **Public Notice.** Adequate public notice of the Invitation to Bid shall be given for a reasonable time, not less than seven calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation a reasonable time prior to bid opening. The public notice shall state the place, date, and time of bid opening.

(e) **Receipt and Safeguarding of Bids.** All bids (including modifications) received prior to the time of opening shall be kept secure and unopened in a locked cabinet or safe.

(f) **Bid Opening.** Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be recorded. Late bids shall not be opened and considered for award, but the name of the late Bidder(s) and the time of the attempted delivery shall be recorded in the bid file, wherever possible. The record (tabulation) and each bid shall be open to public inspection after award of bid in accordance with Section 2-424. The Procurement Director may record the bid opening.

(g) **Bid Acceptance and Bid Evaluation.** Bids shall be unconditionally accepted without alteration or correction, except as authorized by this Article. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The Invitations to Bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the Invitation to Bid.

(h) **Discussion with Bidders.** As provided in the Invitation to Bid, discussions may be conducted with apparent responsive bidders for the purpose of clarification if in the Procurement Director's sole judgment such clarification is necessary and beneficial to the County. Clarification of any bidder's bid must be documented in writing by the Procurement Director and shall be included with the bid file.

(i) **Correction or Withdrawal of Bids; Cancellation of Awards.** Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following: appropriate mistakes discovered by the bidder before bid opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Director.

(j) **Tie Bids.** If two or more bidders are tied in price, while otherwise meeting all of the required terms and conditions of the bid, awards may be determined as follows:

i. If there is an in-county business (active business or warehousing facility located within Oconee County) tied with an out-of-county business, the award will go to the in-county business.

ii. If there is an in-state business (active business or warehousing facility located within South Carolina) tied with an out-of-state business, the award will go to the in-state business.

iii. Tie bids involving in-County and in-State firms may be resolved by the flip of a coin in the office of the Procurement Director witnessed by all interested parties.

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(k) **Award.** The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The Procurement Director shall approve the award of contracts up to Twenty Five Thousand Dollars (\$25,000.00) after receiving an acceptable recommendation of award from the using department. The County Administrator shall approve the award of contracts over Twenty Five Thousand Dollars (\$25,000.00), but less than Fifty Thousand Dollars (\$50,000.00) after receiving an acceptable recommendation of award from the Procurement Director or using department. Awards of contracts over Fifty Thousand Dollars (\$50,000.00) shall be approved by resolution of County Council.

(l) **Minor Informalities and Irregularities in Bids.** A minor informality or irregularity is one which is merely a form or is some immaterial variation from the exact requirements of the Invitation to Bid having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to, bidders. The Procurement Director shall either give the bidder the opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the County. Such communication or determination shall be in writing. Examples of minor informalities or irregularities may, in the County's sole discretion, include, but are not limited to:

- i. failure of a bidder to return the number of copies of signed bids required by the solicitation;
- ii. failure of a bidder to furnish the required information concerning the number of the bidder's employees or failure to make a representation concerning its size;
- iii. failure of a bidder to acknowledge receipt of an amendment to a solicitation, when required, but only if the amendment has no effect or merely a trivial or negligible effect on price, quality, quantity, delivery, or relative standing of bidders;
- iv. failure of a bidder to furnish product literature;
- v. failure of a bidder to furnish financial statements;
- vi. failure of a bidder to indicate a bid number on its submission envelope;
- vii. failure of a bidder to indicate his/her contractor's license number.

(m) **Negotiations After Unsuccessful Competitive Sealed Bidding.** When bids received pursuant to an Invitation to Bid are unreasonable or the low bid exceeds available funds as certified by the Finance Director, and it is determined in writing by the Procurement Director that time or other circumstances will not permit the delay required to re-solicit competitive sealed bids, a contract may be negotiated pursuant to this section, provided that: (1) each responsive/responsible bidder, who submitted a bid under the original solicitation, is notified of the determination and is given reasonable opportunity to negotiate; (2) the negotiated price is lower than the lowest rejected bid by any responsive/responsible bidder under the original solicitation; (3) the negotiated price is the lowest negotiated price offered by any responsive/responsible bidder.

(n) **Cost of Bids.** Under no circumstances will the County be liable for any costs associated with any response to solicitations made under this Article. The bidder shall bear all costs associated with the preparation of responses to solicitations made under this Article.

(c) **Rejection or Acceptance of Bids; Waiver of Technicalities and Irregularities.** The County shall reserve the unqualified right to reject any and all bids or accept such bids, as appears in the County's own best interest. The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made under this Article. In all cases, the County shall be the sole judge as to whether a bidder's bid has or has not satisfactorily met the requirements to solicitations made under this Article.

SECTION 2-431. Competitive Sealed Proposals / Request for Proposals.

(a) **Conditions for Use.** When the Procurement Director determines, in writing, with explanation of the reason(s), that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method.

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(b) **Request for Proposals.** Proposals shall be solicited from at least three qualified sources, when such sources are available, through a Request for Proposals.

(c) **Public Notice.** Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 2-430(d) (Competitive Sealed Bidding, Public Notice); provided the minimum notice period shall be fifteen (15) calendar days.

(d) **Receipt of Proposals.** No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of the offeror, the number of modifications received, if any, and a description sufficient to identify the item/service offered. The register of proposals shall be open for public inspection only after contract award.

(e) **Proposal Opening.** Proposals shall be publicly opened and only the names of the offerors disclosed at the proposal opening. Contents of competing proposals shall not be disclosed during the process of negotiation. Proposals shall be open for public inspection, in accordance with Section 2-424, after contract award. Late proposals shall neither be opened nor considered for award; however, the name and address of the late offeror and the time of attempted delivery shall be recorded wherever practicable.

(f) **Request for Qualifications.** Prior to soliciting proposals, the Procurement Director may issue a Request for Qualifications from prospective offerors. Such request shall contain at a minimum a description of goods or services to be solicited by the Request for Proposals and the general scope of the work and shall state the deadline for submission of information and how prospective offerors may apply for consideration. The request shall require information only on their qualifications, experience, and ability to perform the requirements of the contract. After receipt of the responses to the Request for Qualifications from prospective offerors, the prospective offerors shall be ranked from most qualified to least qualified on the basis of the information provided. Proposals shall then be solicited from at least the top three prospective offerors by means of a Request for Proposals. The failure of a prospective offeror to be selected to receive the Request for Proposals shall not be grounds for protest under Section 2-443.

(g) **Public Notice.** Adequate public notice of the Request for Qualifications shall be given in the manner provided in Section 2-430(d).

(h) **Evaluation Criteria.** The Request for Proposals shall state the criteria to be considered in evaluating proposals. Price may, but need not be, an initial evaluation criteria.

(i) **Discussion with Responsive/Responsible Offerors and Revisions to Proposals.** As provided in the Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be eligible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

(j) **Selection and Ranking.** Proposals shall be evaluated using only the criteria stated in the Request for Proposals and there must be adherence to any weightings that have been previously assigned. Once evaluation is complete, all responsive offerors shall be ranked from most advantageous to least advantageous to the County, considering only the evaluation criteria stated in the Request for Proposals. If price is an initial evaluation criteria, award shall be made in accordance with Section 2-431(k). If price is not an initial evaluation factor, negotiations shall be conducted with the top ranked responsive offeror for performance of the contract at a price which is fair and reasonable to the County. Should the Procurement Director be unable to negotiate a contract at a price which is fair and reasonable to the County, negotiations shall be formally terminated with the top ranked responsive offeror and negotiations commenced with the second most advantageous responsive offeror, and then the third and so on until a satisfactory contract has been negotiated. In conducting negotiations, there must be no disclosure of any information derived from proposals submitted by competing offerors.

(k) **Award.** Award must be made to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth in the Request for Proposals, unless one of the options listed in Section 2-431(l) is utilized. The contract file

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shall contain the basis on which the award is made. Procedures and requirements for notification of intent to award the contract shall be the same as those stated in Section 2-430(k).

(j) **Other.** If, after following the procedures set forth in Section 2-431(j), a contract is not able to be negotiated, the scope of the Request for Proposals may be changed in an effort to reduce the cost to a fair and reasonable amount, and all responsive offerors must be allowed to submit their best and final offers. Where price was an initial evaluation factor, the using department, through the Procurement Director, may in his/her sole discretion, and not subject to challenge through a protest filed under Section 2-443, proceed in any of the following manners:

i. negotiate price with the highest scoring offeror. If a satisfactory price cannot be agreed upon, price negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the using department and/or the Procurement Director;

ii. negotiate with the highest ranking offeror on matters affecting the scope of the contract, so long as the overall nature and intent of the contract is not changed. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the using department and/or the Procurement Director;

iii. change the scope of the Request for Proposals and give all responsive/responsible offerors an opportunity to submit best and final offers.

If any of these options are chosen, and it is still not possible to award a contract, any of the procedures outlined herein may be repeated until a proposed contract is successfully achieved.

(m) **Minor Informalities and Irregularities in Proposals.** A minor informality or irregularity is one which is merely a form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to offerors. The Procurement Director shall either give the offeror the opportunity to cure any deficiency resulting from a minor informality or irregularity in a proposal or waive any such deficiency when it is to the advantage of the County. Such communication or determination shall be in writing. Examples of minor informalities or irregularities may, in the County's sole discretion, include, but are not limited to:

- i. failure of a offeror to return the number of copies of signed proposals required by the solicitation;
- ii. failure of a offeror to furnish the required information concerning the number of the offeror's employees or failure to make a representation concerning its size;
- iii. failure of a offeror to acknowledge receipt of an amendment to a solicitation, when required, but only if the amendment has no effect or merely a trivial or negligible effect on price, quality, quantity, delivery, or relative standing of offerors;
- iv. failure of a offeror to furnish product literature;
- v. failure of a offeror to furnish financial statements;
- vi. failure of a offeror to indicate a bid number on its submission envelope;
- vii. failure of a offeror to indicate his/her contractor's license number.

(n) **Cost of Proposals.** Under no circumstances will the County be liable for any costs associated with any proposal. The offeror shall bear all costs associated with the preparation of proposals.

(o) **Rejection or Acceptance of Proposals; Waiver of Technicalities and Irregularities.** The County shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the County's own best interest. The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made under this Chapter. In all cases, the County shall be the sole judge as to whether a proposer's proposal has or has not satisfactorily met the requirements to solicitations made under this Chapter.

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SECTION 2-432. Purchasing Limits.

(a) **General.** Any contract not exceeding Fifty Thousand Dollars (\$50,000.00) may be made in accordance with the procedures authorized in this Section. Procurement requirements shall not be artificially divided so as to fall within a different purchasing limit.

(b) **Purchases under Two Thousand Five Hundred Dollars (\$2,500.00).** Any purchase not exceeding Two Thousand Five Hundred Dollars (\$2,500.00) may be accomplished without securing competitive quotations if the prices are considered to be fair and reasonable. Competitive quotations need only be taken when the Procurement Director suspects the price may not be fair and reasonable (e.g., comparison to previous price paid, personal knowledge of the price range of the item involved). Every effort should be made to distribute such purchases equitably among qualified suppliers.

(c) **Purchases over Two Thousand Five Hundred Dollars (\$2,500.00) but not exceeding Ten Thousand Dollars (\$10,000.00).** Insofar as it is practical, solicitations of written quotes from a minimum of three qualified sources of supply shall be made by the requesting department and documentation of the quotes attached to the purchase requisition. The award shall be made to the lowest responsive/responsible source after all quotes are reviewed by the Procurement Department.

(d) **Purchases over Ten Thousand Dollars (\$10,000.00) but not exceeding Fifty Thousand Dollars (\$50,000.00).** Insofar as it is practical, solicitations of written quotes from a minimum of three qualified sources of supply shall be made by the Procurement Director. Quotes between Twenty Five Thousand Dollars (\$25,000) and Fifty Thousand Dollars (\$50,000.00) shall be advertised for a minimum of seven (7) calendar days electronically in the South Carolina Business Opportunities publication or other electronic methods. Documentation of the quotes shall be attached to the purchase requisition. The award shall be made to the lowest responsive/responsible source.

(e) **Procurement** reserves the authority to review any request made by a using department pursuant to this section.

(f) **Protest Rights.** The provisions of Section 2-443 shall not apply to contracts awarded under the procedures set forth in this Section.

SECTION 2-433. Purchasing Card Program.

(a) The procedures for this program shall be promulgated and amended as needed by the Procurement Director and the County Administrator.

(b) This program shall be discontinued at any time as recommended by the Procurement Director and the County Administrator.

(c) The Cardholder shall use the Purchasing Card for legitimate business purposes only. Misuse of the card will subject the cardholder to disciplinary action in accordance with County policies.

SECTION 2-434. Sole Source Procurement.

Any request by an agency or department head that a procurement be restricted to one potential source shall be accompanied by a letter from the using department signed by the department head stating why no other source will be suitable or acceptable to meet the needs. In such instance, a contract may be awarded for a property, supply, service, or construction item without competition when the Procurement Director determines in writing that there is only one source for the required property, supply, service, or construction item or that the proposed award to a single source is a permitted, non-competitive procurement as established herein. After verification of a sole source vendor, or the justification of a sole source purchase is warranted, the Procurement Director, has the authority to negotiate the price, terms, and conditions of the procurement. An example of a permissible, non-competitive procurement includes, but is not limited to where the Procurement Director and the Department Head have deemed the compatibility of equipment, accessories, services, systems, software or replacement parts is of paramount importance.

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SECTION 2-435. Emergency Procurements.

Notwithstanding any other provision of this Article, the Procurement Director may make or authorize others to make emergency procurements of property, supplies, services, and/or construction when there exists a threat to public health, welfare, or safety under emergency conditions, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination by the using department of the basis for the emergency and for the selection of the particular contractor shall be provided to the Procurement Department and included in the contract file.

SECTION 2-436. Professional Services.

(a) **Authority.** The Procurement Director may procure professional services on behalf of the using department and the County in accordance with the selection procedures specified in this Section.

(b) **Selection Procedure.**

i. **Conditions for Use.** Except as provided under Section 2-434 (Sole Source Procurement) or Section 2-435 (Emergency Procurements), professional services shall be procured in accordance with this Subsection.

ii. **Statement of Qualifications.** Businesses engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. A using department utilizing such professional services may specify a uniform format for statements of qualifications. Businesses may amend these statements at any time by filing a new statement.

iii. **Public Announcement and Form of Request for Proposals.** Adequate notice of the need for such services shall be given by the using department requiring the services through a Request for Proposals, which will be provided, at a minimum, to all businesses which have submitted statements of qualification and expressions of interest. The Request for Proposals shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.

iv. **Discussions.** The Procurement Director along with the head of the using department procuring the required professional services may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

v. **Award.** Award shall be made to the offeror determined in writing by the Procurement Director to be best qualified based on the evaluation factors set forth in the Request for Proposals, and based on negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation for that offeror is determined to be fair and reasonable.

vi. **Protest Rights.** The provisions of Section 2-443 shall not apply to contracts awarded under the procedures set forth in this Section.

(c) **Exceptions.** Professional Services as defined in this section that are estimated to not exceed Twenty Five Thousand Dollars (\$25,000.00) may be awarded by direct negotiation and selection, taking into account the following factors:

- i. the type of services required;
- ii. the proximity (location) of the professional providing the services;
- iii. the capability of the professional to produce the required service within a reasonable time;
- iv. past performance and

- v. the ability to meet the budget requirements.

SECTION 2-437. Cancellation of Invitations to Bid or Requests For Proposals.

An Invitation to Bid, a Request for Proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or part when it is in the best interest of the County. Documentation supporting the reason(s) for cancellation or rejection shall be made a part of the solicitation file. Under no circumstances will the County be liable for any costs associated with any bid or proposal. The bidder or offeror shall bear all costs associated with the preparation of bids and proposals.

SECTION 2-438. Qualifications and Duties of Bidders and Offerors.**(a) Responsibility of Bidders and Offerors.**

i. **Determination of Responsibility.** Responsibility of the bidder or offeror shall be ascertained by the Procurement Director for each contract entered into by the County based upon full disclosure to the Procurement Director concerning capacity to meet the terms of the contracts and based upon past record of performance for similar contracts.

ii. **Determination of Non-responsibility.** If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Director. The unreasonable failure of a bidder or offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror.

(b) Cost or Pricing Data.

i. **Required Submissions Relating to the Award of Contracts.** A prospective contractor shall submit cost or pricing data when the contract is expected to exceed Fifty Thousand Dollars (\$50,000.00) and is to be awarded under Section 2-431 (Competitive Sealed Proposals), Section 2-434 (Sole Source Procurement), or Section 2-442(h) (Architect-Engineer and Land Surveying Services), Section 2-430 (Competitive Sealed Bids).

ii. **Exceptions.** The submission of cost or pricing data relating to the award of a contract is not required when: (a) the contract price is based on adequate price competition; (b) the contract price is based on established catalogue price or market prices; (c) the contract price is set by law or regulation; or (d) it is determined in writing by the Procurement Director that the requirements of Section 2-438(b)i. may be waived, and the determination states the reasons for such waiver.

iii. **Required Submissions Relating to Change Orders or Contract Modifications.** A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by Competitive Sealed Bidding, whether or not cost or pricing data were required in connection with the initial pricing of the contract.

iv. **Price Adjustment Provision Required.** Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the County, including profit or fee, shall be adjusted to exclude any significant sums by which the County finds that such price was increased because the contractor furnished cost or pricing data as submitted was inaccurate, incomplete, or not current as of the date agreed upon between the County and the contractor.

v. **Certification Required.** A contractor, actual or prospective, required to submit cost or pricing data in accordance with this Section, shall certify that the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(c) **Change Orders.** The Procurement Director shall have the authority to approve all change orders and contract modifications up to Twenty Five Thousand Dollars (\$25,000.00) and the County Administrator shall

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approve all change orders over Twenty Five Thousand Dollars (\$25,000.00) but less than Fifty Thousand Dollars (\$50,000.00), as long as the total amount does not exceed the budgeted amount approved by County Council. Any change order over Fifty Thousand Dollars (\$50,000.00) or in excess of the budgeted amount must be approved by County Council.

(d) **Bid and Performance Bonds on Supply or Service Contracts.** All contracts for equipment, supplies, and services may require bid security and performance bonds at the discretion of the Procurement Director in consultation with the using department head. Bid security when required, shall be in an amount equal to at least five percent (5%) of the amount of the bid. Performance bonds, when required, will normally be equal to one hundred percent (100%) of the contract. A determination regarding bids received for equipment, supplies, and services without requiring bid security will be made by the Procurement Director in the same manner as provided for in Section 2-442(c). A cashier's/official bank check made payable to the County may be submitted in lieu of a bond, or a letter of credit under circumstances deemed acceptable by the Procurement Director and the County Attorney's office. Bonding requirements will be set forth in the solicitation.

SECTION 2-439. Types of Contracts.

(a) **Limitation on Contracts.** Subject to the limitations of this Section, any type of contract which will promote the best interest of the County may be used; except that the use of a cost reimbursement contract (cost-plus-a-percentage-of-cost contract) is prohibited.

(b) **Multi-Term Contracts.**

i. **Specified Period.** To the extent permitted by law, a contract for supplies or services may be entered into for a period of time not to exceed a total of five (5) years, provided the terms of the contract and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Extension beyond the five year total will be at the discretion of the County Administrator or as County Council may direct. Payment and performance obligations for succeeding fiscal periods shall be made subject to the availability and appropriation of funds therefore and shall not be subject to non-substitution provisions.

ii. **Determination Prior to Use.** Prior to the utilization of a multi-term contract, it shall be determined in writing by the using department: (a) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and (b) that such a contract will serve the best interest of the County by encouraging effective competition or otherwise promoting economies in County procurement.

iii. **Cancellation Due to Unavailability and Non-Appropriation of Funds in Succeeding Fiscal Periods.** All multi-term contracts shall contain a clause stating that when funds are not appropriated to support continuation of performance in any subsequent fiscal period, the contract shall be cancelled. Such contracts shall also provide that the County is not subject to a non-substitution provision.

(c) **Leasing Contracts.**

i. **Lease/Purchase Agreements.** A lease/purchase financing agreement is a contract by which one party conveys property to another for a period of time in exchange for the payment of interest and a portion of principal on the purchase price of the property. The use of lease/purchase financing will be limited to those situations in which it is in the County's best interest to secure third party financing. Purchases made with lease purchase financing are made using the same purchasing guidelines as other purchases. User departments must submit requests to use lease/purchase financing to, and receive authorization from the Finance Department.

ii. **Rental of Equipment.** Equipment should only be rented to fill short-term equipment needs. This may include one-time, short-term needs or short-term needs that may be re-occurring in which the rental of equipment is more cost effective than ownership of the equipment.

iii. **Lease of Business Personal Property.** A business lease is a contract for the use of equipment or other supplies under which Title does not pass to the County unless there is a purchase option, where Title may pass to the County at some future time. A lease may be entered into provided: (a) that it is in

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the best interests of the County. (b) all conditions for renewal and costs of termination are set forth in the lease, and (c) the lease shall be obtained using normal Procurement procedures.

iv. Lease with Purchase Option. A purchase option in a lease may be exercised only if the lease containing the purchase option was awarded under competitive bidding, or competitive sealed proposal, or the leased equipment is the only equipment that can meet the County's requirements, as determined in writing by the department head of the using department and the Procurement Director.

(d) Maintenance Contracts. All maintenance contracts and agreements must be procured by the Procurement Department. A requisition is required for all maintenance agreements regardless of the dollar amount. Whenever practical, the terms of maintenance contracts shall be resolved in connection with the original solicitation for the item or equipment, which is the subject of the maintenance contract. Maintenance contracts may be reviewed by the Procurement Director or the County Administrator for proper terms and conditions as well as fair pricing. Maintenance contracts may only be approved by the Procurement Director or the County Administrator. Renewals of existing contracts in excess of Fifty Thousand Dollars (\$50,000.00) that have already been funded by County Council in the Budget Ordinance may also be executed by the County Administrator. New contracts in excess of Fifty Thousand Dollars (\$50,000.00) where funds were not previously specifically authorized by County Council, or as the County Administrator otherwise deems necessary, must be awarded by County Council.

SECTION 2-440. Right to Inspect Business and Audit of Records.

(a) Right to Inspect Business. The County may, at reasonable times, inspect the part of the place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded by the County.

(b) Auditing.

i. Audit of Cost or Pricing Data. The County may, at reasonable times and places, audit the books and records of any business who has submitted cost or pricing data pursuant to Section 2-438(b) (Cost or Pricing Data) to the extent that such books and records relate to such cost or pricing data. Any business who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing.

ii. Contract Audit. The County shall be entitled to audit the books and records of a contractor or subcontractor under any negotiated contract or subcontract other than firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing.

SECTION 2-441. Contract Terms and Specifications.

(a) Maximum Practical Competition. All specifications shall be drafted so as to assure cost effective procurement for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive. Any use of characteristics that serve to limit competition shall be avoided. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the County by architects, engineers, designers, draftsmen, and land surveyors.

(b) Duties of the Procurement Director and the Using Departments. The Procurement Director may prepare or review, issue, revise and maintain the specifications for property, supplies, services, and construction required by the County. The Procurement Director may obtain expert advice and assistance from personnel of the using departments or other advisory sources in the development of specifications and may delegate to a Using Department the authority to prepare its own specifications. Specifications for property, supplies, services, or construction items exempted in Section 2-428, may be prepared by the Using Department in accordance with the provisions of this Article.

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(c) **Brand Name or Equal Specification.**

i. **Use.** Brand name or equal specifications may be used when the Using Department makes a written determination that one of the following exists: (a) no other design or performance specification or qualified products list is available; (b) time does not permit the preparation of another form of purchase description not including a brand name specification; (c) the nature of the product or the nature of the County's requirements makes use of a brand name or equal specifications suitable for the procurement; or (d) use of a brand name or equal specification is in the County's best interests.

ii. **Required Characteristics.** Unless the Procurement Director determines that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

iii. **Nonrestrictive Use of Brand Name or Equal Specifications.** Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(d) **Brand Name Only Specification.**

i. **Use.** Since use of a "brand name only" specification is restrictive of product competition, it may be used only when the using agency makes a written determination that only the identified brand name item or items will satisfy the County's needs and such determination is approved, in writing, by the Procurement Director.

ii. **Competition.** The Procurement Director shall seek to identify sources from which the designated brand name only item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement may be made under Section 2-434 (Sole Source Procurement).

(e) **Contract Clauses and Their Administration.**

i. **Contract Clauses.** All contracts for property, supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract consistent with this Article, and containing the mandatory provisions and language of this Article. The Procurement Director may also issue clauses appropriate for property, supply, service, or construction contracts, addressing at least the following subjects:

(a) the unilateral right of the County to order, in writing, changes in the work within the scope of the contract;

(b) the unilateral right of the County to order, in writing, temporary stoppage of the work or delaying performance that does not alter the scope of the contract;

(c) variations occurring between estimated quantities of work in a contract and actual quantities;

(d) defective pricing;

(e) liquidated damages;

(f) specified excuses for delay or non-performances;

(g) termination of the contract for default;

(h) termination of the contract in whole or in part for the convenience of the County;

(i) suspension of work on a construction project ordered by the County; and

(j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that differing site condition clauses need not be included in a contract:

1. when the contract is negotiated;

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2. when the contract provides the site or design; or
 3. when the parties have otherwise agreed with respect to the risk of differing site conditions.
- ii. **Price Adjustment.** Adjustments in price resulting from the use of contract clauses required in Subsection 1 of this Section shall be computed in one or more of the following ways:
- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the contract or subsequently agreed upon;
 - (c) by the cost attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - (d) in such other manner as contracting parties may mutually agree; or
 - (e) in the absence of agreement by the parties, by unilateral determination by the County of the reasonable costs allocable, either directly or indirectly, to the events or situations under such clauses as accounted for in accordance with generally accepted accounting principles, and with adjustment of profit or fee, as appropriate, and subject to the provisions of Section 2-443.
- A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of Section 2-438(b) (Cost or Pricing Data).
- iii. **Standard Clauses and Their Modification.** The Procurement Director may establish, after consultation with the County Attorney, standard contract clauses, consistent with this Article and containing the mandatory provisions and the language of this Article, for use in County contracts.

SECTION 2-442. Construction Contracts.

(a) **Responsibility for Selection of Methods of Construction Contracting Management.** The County Administrator, in consultation with the Procurement Director shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the County Administrator shall consider the County's requirements, its resources, and the potential contractor's capabilities. The County Administrator shall execute, and include in the solicitation file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project.

(b) **Construction Management Services, Design-Build Services, Turnkey Management Services.** County Council finds that certain non-traditional means of public construction project management can be in the best interests of the County in certain circumstances. Therefore, the following methods may be employed under the following circumstances:

- i. The Procurement Director, with approval of the County Administrator, shall have the discretion to use construction management services, design-build services, or turnkey management services as alternatives for construction contracting administration. In exercising such discretion, the County Administrator shall consider the method which in the County Administrator's discretion is the most advantageous to the County and will result in the most timely, economical, and successful completion of the construction project. The determination of the method of source selection utilized shall be stated in writing and included as part of the solicitation file.
- ii. If the County Administrator determines that the use of construction management services, design-build services or turnkey management services is the most advantageous means of securing the construction contracting administration set forth in this section, and the amount of services to be secured thereby is anticipated to exceed Five Million Dollars (\$5,000,000.00), the selection of the method of construction contracting administration used by the County and set forth in this section shall be submitted for review to the County Council. Within fifteen (15) days after notice of such review, an interested party shall submit to the County Council written comments which set forth the position of the party with respect to the decision as to which construction contracting method to use. At the next

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meeting of the County Council which shall not occur until after at least fifteen (15) days following notice of such review, those who submitted comments may address the County Council. Following the meeting of the County Council, if County Council does not reject the selection of this method, the construction contracting administration shall be secured in the manner set forth in this section.

- iii. The competitive sealed proposal method of construction contracting administration, using Requests for Proposals prepared in accordance with section 2-431, is the most advantageous to the County, and the County shall use the competitive sealed proposal method as set forth in Section 2-431 for the purposes of procuring construction management services, design build services, or turnkey management services or any other similar type of construction management contract. The County Administrator may retain outside consulting services to prepare such Requests for Proposals. The Request for Proposals for any of these services shall set forth the criteria which the County will be using to select the successful proposal.

(c) Bid Security.

- i. **Requirement for Bid Security.** Bid security shall be required for all competitive sealed bidding and competitive sealed proposals for construction contracts when the price is estimated by the Procurement Director to exceed Five Hundred Thousand Dollars (\$500,000.00). Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, or otherwise supplied in the form satisfactory to the County (surety bond, certified check, cashiers' check or official money order). Nothing herein prevents the requirement of such bonds on any construction contracts when the circumstances warrant.
- ii. **Amount of Bid Security.** Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid or proposal and shall remain in place until completion of construction or posting of performance and payment bonds.
- iii. **Rejection of Bid for Noncompliance with Bid Security Requirements.** When the invitation to bid or request for proposal requires security, noncompliance requires that the bid be rejected (except that a bidder or offeror who fails to provide bid security in the proper amount or a bid bond with the proper rating shall be given one working day from bid opening to cure such deficiencies. If the bidder or offeror cannot cure these deficiencies within one working day of bid opening, his/her bid or proposal shall be rejected).
- iv. **Withdrawal of Bids or Proposals.** After the bids or proposals are opened, they shall be irrevocable for the period specified in the invitation to bid or request for proposal. If a bidder is permitted to withdraw its bid before bid opening pursuant to Section 2-430(i) (Competitive Sealed Bidding, Correction or Withdrawal of Bids, Cancellation of Awards) or if a offeror is permitted to withdraw his/her proposal prior to the opening of proposals, no action shall be had against the bidder or proposer on the bid security.

(d) Contract Performance and Payment Bonds.

- i. **When Required - Amounts.** When a construction contract is awarded in excess of Five Hundred Thousand Dollars (\$500,000.00) the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract: (a) a performance bond satisfactory to the County, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the County, in an amount equal to one-hundred percent (100%) of the price specified in the contract; and (b) a payment bond satisfactory to the County, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the County, for the protection of all businesses supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to one-hundred percent (100%) of the price specified in the contract.
- ii. **Reduction of Bond Amounts.** The County Administrator is authorized to reduce the amount of performance and payment bonds to fifty percent (50%) of the contract price for each bond, when it has been determined in writing such reduction is necessary or warranted and is in the best interests of the County to do so.

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iii. **Authority to Require Additional Bonds.** Nothing in this subsection shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds.

(e) **Bond Forms.** The Procurement Director shall promulgate by regulation the form of the bonds required by this Section.

(f) **Fiscal Responsibility.** In addition to the authorities and requirements set forth in Section 2-438(c), every contract modification, change order, or contract price adjustment under a construction contract with the County shall be subject to prior approval as set forth in Section 2-438(c), after receiving a report from the County Finance Director as to the effect of the contract modification, change order, or contract price adjustment on the total project budget or the total contract budget.

(g) **Architect, Engineer and Land Surveying Services and Methods of Selection.**

i. **Policy.** It is the policy of the County to announce publicly all requirements for architect-engineer, construction management, and land surveying services and to negotiate contracts for such services on the basis of demonstrated competence and qualification for the particular type of services required and at fair and reasonable prices.

ii. **On Call Professional Services.** A broad range of architect, engineer and land surveying services may be available through an on-call, as needed professional service contract. For illustration purposes, the following elements should be basic to this type of contractual agreement: (a) agreements may be multi-year, (b) agreements will establish hourly rates for each type of service and other charges, (c) agreements will not provide any guarantee of projects, nor identify any specific project to be assigned, (d) as specific projects are assigned, the County will execute a simple contract modification to add the project and to detail the project's specific scope and services to be provided, the agreed upon number of hours and the time frame for completion, and (e) if the Procurement Director is not satisfied with an architect, engineer and land surveying business's proposal to provide services, the Procurement Director may negotiate with another architect, engineer and land surveying business with an on-call agreement to pursue a more acceptable proposal for the project.

iii. In the procurement of architect-engineer and land surveying services, the Procurement Director shall publically request architect, engineer and land surveying businesses to submit a statement of qualifications and performance data. The request must include, but not be limited to, the project title, the general scope of work, a description of all professional services required, the submission deadline, and how interested businesses may apply for consideration.

iv. **Selection Process.** A selection committee composed of the Procurement Director, head of using department in need of the architect-engineer or land surveying services, and those determined to be qualified to make an informed decision as to the most competent and qualified business for the proposed project, shall conduct interviews with at least three (3) businesses deemed most qualified to provide the required services on the basis of information available before the interviews. The selection committee shall evaluate each of the businesses interviewed in view of their:

(a) past performance;

(b) the ability of professional personnel;

(c) demonstrated ability to meet time and budget requirements;

(d) location and knowledge of the locality of the project if the application of this criterion leaves an appropriate number of qualified firms, given the nature and size of the project;

(e) recent, current, and projected workloads of the business;

(f) creativity and insight related to the project;

(g) related experience on similar projects;

(h) volume of work awarded by the using department to the business during the previous five years, with the objective of effectuating an equitable distribution of contracts by the County among qualified architect, engineer and land surveying businesses including

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Disadvantaged Business Enterprises, Small Business Enterprises, Minority Business Enterprises, and Women's Business Enterprises; and

- (j) any other special qualification required pursuant to the solicitation.

Based upon these evaluations, the selection committee shall select the three (3) businesses that, in its judgment, are the best qualified, ranking them in priority order. The selection committee's report ranking the three (3) chosen businesses must be in writing and include data substantiating its determinations.

- v. **Notice of Selection and Ranking.** When it is determined by the Procurement Director that the ranking report is final, written notification of the highest ranked business must be sent immediately to all businesses responding to the solicitation.

- vi. **Negotiation of Contract.** The selection committee shall negotiate a contract with the highest qualified business for architect-engineer or land surveying services at compensation which is considered to be fair and reasonable to the County. In making this decision, the committee shall take into account the established value, the scope, the complexity, and the professional nature of the services to be rendered. Should the committee be unable to negotiate a satisfactory contract with the business considered to be most qualified, negotiations with that business shall be formally terminated. The committee shall then undertake negotiations with the second most qualified business. Failing award with the second most qualified business, the committee shall formally terminate negotiations. The committee shall then undertake negotiations with the third most qualified business. Should the committee be unable to negotiate a contract with any of the selected firms, the selection committee shall select additional firms in order of their competence and qualifications and continue negotiations in accordance with this Section.

- vii. **Exceptions for Small Architect-Engineer and Land Surveying Services Contracts.**

(a) Architect-Engineer and Land Surveying Services which are estimated to not exceed Twenty Five Thousand Dollars (\$25,000.00) may be awarded by direct negotiation and selection, taking into account:

- (i). the nature of the project;
- (ii). the proximity of the architect-engineer or land surveying services to the project;
- (iii). the capability of the architect, engineer, or land surveyor to produce the required service within a reasonable time;
- (iv). past performance; and
- (v). ability to meet project budget requirements.

(b) Fees paid to an Architect-Engineer or Land Surveying business during the twenty-four (24) month period immediately preceding the award of a contract under an exception found in this subsection shall not exceed Seventy Five Thousand Dollars (\$75,000.00).

(c) A larger project may not be broken into smaller projects for the purposes of circumventing the provisions of this Section.

- viii. **Architect, engineer, or construction manager; performance of other work.** An architect or engineer performing design work, or a construction manager performing construction management services under a contract awarded pursuant to the provisions of subsection 2-442(g), may not perform other work, by later amendment or separate contract award, on that project as a contractor or subcontractor either directly or through a business in which he/she or his/her architectural engineering or construction management business has greater than a five percent interest. For purposes of this section, safety compliance and other incidental construction support activities performed by the construction manager are not considered work performed as a contractor or subcontractor. This subsection applies only to procurements for construction using the Construction Management, Design-Build, and Turnkey Management project delivery methods.

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SECTION 2-443. Protest Procedure.

(a) **Right to Protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director, except as otherwise stated in this Article. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved prospective bidder, offeror, or contractor knows or should have known of the facts giving rise thereto.

(b) **Authority to Resolve Protests.** The Procurement Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an aggrieved bidder, offeror, or a contractor, actual or prospective, concerning the solicitation or award of a contract.

(c) **Decision on Protests.** If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) calendar days. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestant of the protestant's rights to administrative review as provided in this Section.

(d) **Notice of Decision on Protests.** A copy of the decision under Subsection 2-443(d) of this Section shall be mailed or otherwise furnished to the protestant.

(e) **Finality of Decision on Protests.** A decision under Subsection 2-443(c) of this Section shall be final and conclusive, or a business adversely affected by the decision appeals administratively to the Procurement Appeals Board in accordance with this Section.

(f) **Authority to Debar or Suspend.** After reasonable notice to the business or person involved and reasonable opportunity for that business or person to be heard, the Procurement Director shall have authority to debar a business or person for cause from consideration for award of contracts. The Procurement Director shall also have the authority to suspend a business or person from consideration for award of contracts if there is probable cause to believe that the business or person has engaged in any activity which might lead to debarment. The period of debarment or suspension shall be as prescribed as appropriate by the Procurement Director.

(g) **Causes for Debarment or Suspension.** The causes for debarment or suspension shall include, but not be limited to, the following:

- i. Conviction of a business or any of its principal officers or employees for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- ii. a determination by the Procurement Director that the business, as an offeror or bidder engaged in misuse of the County's protest procedure, including, but not limited to, the filing of frivolous protests or appeals, the filing of protests or appeals whereby it is clear that the basis of an appeal would not result in the protestant being awarded a contract under a solicitation, or the filing of protests or appeals intended to cause delay in awarding a contract;
- iii. a determination by the Procurement Director that the business as an offeror or bidder engaged in collusion or other anti-competitive practices;
- iv. conviction of a business or any of its principal officers or employees under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, or directly affects responsibility as a County contractor;
- v. conviction of a business or any of its principal officers or employees under State or Federal antitrust statutes arising out of the submission of bids or proposals;
- vi. violation by a business or any of its principal officers or employees of contract provisions of a character which is regarded by the Procurement Director to be so serious as to justify debarment action;
- vii. deliberate failure of the business without good cause to perform in accordance with the Specifications or within the time limit provided in a contract with the County;
- viii. a recent record by the business of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory

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performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

ix. any other cause the Procurement Director determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity for cause; or

x. for violation by a business or any of its principal officers or employees of the ethical standards set forth in Chapter 13 of Title 8 of the South Carolina Code of Laws, 1976, as amended (the State Ethics Act).

(h) **Decision on Debarment or Suspension.** The Procurement Director shall issue a written decision to debar or suspend. The decision shall:

i. state the reasons for the action taken; and

ii. inform the debarred or suspended business or person involved of business or person's rights to administrative review as provided in this Article.

(i) **Notice of Decision on Debarment or Suspension.** A copy of the decision under subsection 2-443(h) shall be mailed or otherwise furnished to the debarred or suspended business or person. For the purposes of subsection 2-443(i)ix., such notice shall be deemed received three (3) calendar days after such mailing, or on the day of actual delivery.

(j) **Finality of Decision on Debarment or Suspension.** A decision under subsection 2-443(h) of this Section shall be final and conclusive, or unless the debarred or suspended business or person submits a timely appeal to the Procurement Appeals Board in accordance with this Section. Debarment is not stayed pending appeal.

(k) **Contract and Breach of Contract Controversies.**

i. **Applicability.** This subsection applies to controversies between the County and a contractor and which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision.

ii. **Authority.** The Procurement Director is authorized, prior to commencement of an action in a court concerning the controversy, to settle and resolve a controversy described in subsection 2-443(k)i. of this subsection.

iii. **Decision.** If such a controversy is not resolved by mutual agreement, the Procurement Director shall promptly issue a decision in writing. The decision shall: (a) state the reason for the action taken; and (b) inform the contractor of the contractor's rights to administrative review as provided in this Article.

iv. **Notice of Decision.** A copy of the decision under subsection 2-443(k)iii. of this subsection shall be mailed to the contractor.

v. **Finality of Decision.** The decision under subsection 2-443(k)iii. of this Section shall be final and conclusive, unless fraudulent, or unless the contractor submits a timely appeal to the Procurement Appeals Board in accordance with this Section.

vi. **Failure to Render Timely Decision.** If the Procurement Director does not issue the written decision required under subsection 2-443(k)iii. of this subsection within a reasonable time after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

(l) **Procurement Appeals Board.**

i. **Establishment, Composition, Appointment.** There is hereby established a Procurement Appeals Board, to be composed of a chairperson and at least two (2) other members, but not more than six (6) members. The chairperson and members of the Procurement Appeals Board shall be appointed by County Council but may not be members of County Council.

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- ii. **Term.** The term of office of the chairperson and each member of the Procurement Appeals Board shall be two (2) years, except that in making the initial appointments, three (3) members shall be appointed for a term of one (1) year, and two (2) members and the chairperson shall be appointed for a term of two (2) years, so that half of the terms of office shall expire every year. Thereafter, their successors shall be appointed for terms of two (2) years, or for the balance of any unexpired term. Members may be reappointed for succeeding terms. County Council may terminate any board member's term of office.
- iii. **Authority of Chairperson.** The chairperson of the Procurement Appeals Board may adopt operational procedures and issue such orders, not inconsistent with this Section, as may be necessary in the execution of the Procurement Appeals Board's functions. The chairperson's authority may be delegated to any of the board members, and only members of the Procurement Appeals Board may issue decisions on appeals.
- iv. **Quorum.** Two-thirds of those members appointed to the Procurement Appeals Board and serving at any given time shall constitute a quorum for the conduct of business.
- v. **Administrative Support.** The County Administrator shall provide such services as the chairperson of the Procurement Appeals Board requests, on such basis as may be required.
- vi. **Qualifications for Membership.** The chairperson of the Procurement Appeals Board shall be experienced in contract or commercial matters. The remaining members of the Procurement Appeals Board shall be representative of, but not limited to, the below listed professions and shall be qualified in terms of experience and education to examine facts and apply legal principles to the controversies falling within the Board's jurisdiction:
- (a) Goods and services,
 - (b) Construction,
 - (c) Architect/engineer, and
 - (d) Procurement.
- vii. **Jurisdiction.** Unless an action has been initiated previously in the courts for essentially the same cause of action, unless the action has been exempted from this section, or unless the act complained of was an act of County Council, the Procurement Appeals Board shall have authority to review and determine:
- (a) Any protest of a solicitation or award of a contract addressed to the Procurement Appeals Board by an aggrieved actual or prospective bidder or offeror; and
 - (b) Any appeal by an aggrieved party from a determination by the Procurement Director, which is authorized in subsection 2-443(c), subsection 2-443(h), and subsection 2-443(k)iii.
- viii. **Rules of Procedure.** The Procurement Appeals Board shall adopt Rules of Procedure which, to the fullest extent possible, will provide for the expeditious resolution of controversies.
- ix. **Time Limit for Filing an Appeal.** For an appeal under subsection 2-443(e), the aggrieved business shall file an appeal with the Procurement Appeals Board within seven (7) days of receipt of decision. For an appeal under subsection 2-443(j) and subsection 2-443(k)v., the aggrieved business or person shall file the appeal with the Procurement Appeals Board within fourteen (14) days of the receipt of a decision. Appeals to the Procurement Appeals Board shall be delivered to the Procurement Director, who shall so notify the chairperson.
- x. **Decisions.** Upon receipt of an appeal from an aggrieved party, the chairperson shall convene the Procurement Appeals Board within ten (10) days to conduct an administrative review of the appeal. The Board, within ten (10) days of hearing such appeal, shall affirm, alter, or deny the decisions rendered by the Contracts and Procurement Director and deliver the notice of their decision to the aggrieved party and the County by the means specified in subsection 2-443(i). The Procurement Appeals Board shall promptly decide whether or not the:

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(a) Solicitation or award being appealed was in accordance with regulations, and the terms and conditions of the solicitation.

(b) Debarment or suspension being appealed was in accordance with regulations and in the best interests of the County, and was fair.

(c) Contract and breach of contract controversy settlement being appealed was in accordance with regulations and in the best interests of the County, and was proper.

x. **Standard of Review for Factual Issues.** A determination of an issue of fact by the Procurement Appeals Board shall be final and conclusive unless arbitrary and capricious.

xii. **Finality and Appeal of Procurement Appeals Board Decisions.** The decision of the Procurement Appeals Board shall be final unless appealed to County Council by either the County or the business or person, within ten (10) days after service of notice of the Procurement Appeals Board's decision, using the same time criteria of subsection 2-443(i). County Council shall review the records and without further hearing affirm, modify, or deny the appeal in open session. The decision of County Council shall be final and any stay that may be instituted shall be lifted at that time. Service of notice of the decision of County Council may be accomplished by delivery in person or by mailing, and shall be complete when either delivered in person or placed in the mail. Service may be made either to the business or person or to the business or person's attorney.

(m) **Stay of Procurement During Protest or Appeal.** In the event of a timely protest under this section, the County shall not proceed further with the solicitation or with the award of the Contract until a final decision has been made and the time for appeal has expired, unless the Procurement Director, after consultation with the head of the using department, makes a written determination that the award of the Contract is necessary to protect substantial interests of the County.

(n) **Solicitations or Awards in Violation of the Law.** The provisions of this subsection apply where it is determined by the Procurement Director, or upon administrative review, and in the County's sole discretion, that a solicitation or award of a contract is in violation of law:

i. **Remedies Prior to Award.** If prior to award, it is determined that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall be:

(a) cancelled; or

(b) revised to comply with the law and rebid; or

(c) revised to comply with the law and awarded in a manner that complies with the provisions of this Article.

ii. **Remedies After An Award.** If after an award of a contract, it is determined that the solicitation or award is in violation of law, then:

(a) if the business awarded the contract has not acted fraudulently or in bad faith:

(i) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the County; or

(ii) the contract may be terminated and the business awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract prior to the termination.

(b) if the business awarded the contract has acted fraudulently or in bad faith:

(i) the contract may be declared null and void; or

(ii) the contract may be ratified and affirmed if such action is in the best interest of the County, without prejudice to the County's right to such damages as may be appropriate.

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SECTION 2-444. Intergovernmental Relations.

(a) **Cooperative Procurement Authorized.** The Procurement Director may either participate in, sponsor, conduct, or administer a cooperative procurement agreement for the procurement of property, supplies, services, or construction services with one or more Public Procurement Units in accordance with an agreement entered into between the participants. Such cooperative procurement may include, but is not limited to, joint or multi-party contracts between Public Procurement Units. Examples of such cooperative procurement are General Services Administration (GSA) contracts, supplies and/or services procured from another governmental agency, and the U.S. Communities Government Purchasing Alliance.

(b) **Sale, Acquisition or Use of Supplies.** The Procurement Director may sell to, acquire from, or use any supplies belonging to another Public Procurement Unit independent of the requirements of this Article.

(c) **Cooperative Use of Supplies or Services.** The Procurement Director may enter into an agreement, independent of the requirements of this Article, with any Public Procurement Unit for the cooperative use of supplies or services under the terms agreed upon between the parties.

(d) **Joint Use of Facilities/Equipment.** The Procurement Director may enter into agreements for the common use or lease of warehousing facilities, capital equipment, and other facilities with another Public Procurement Unit under the terms agreed upon between the parties.

(e) **Use of State Contracts.** The Procurement Director may, independent of the requirements of this Article, procure supplies, services or construction items through the contracts established by the Purchasing Division of the State as provided in Chapter 35 of Title 11 of the South Carolina Code of Laws, 1976, as amended (State Consolidated Procurement Code).

SECTION 2-445. Supply Management.

(a) **Receiving and Inventory Regulations.** The Procurement Director shall promulgate regulations and procedures to insure proper receipt, identification, and inventory control for all supplies purchased for County use.

(b) **Prequalification of Suppliers.** Prospective suppliers may be prequalified for particular types of property, supplies, services, and/or construction. Solicitation mailing lists of potential contractors shall include but shall not be limited to such prequalified suppliers.

(c) **Sale, Transfer and Disposal of Surplus Supplies and Property.** Subject to County Council's review and approval by resolution, the Procurement Director shall promulgate regulations governing the sale, transfer, or disposal of surplus supplies and property by public auction, competitive sealed bidding or other appropriate methods designated by such regulations, and the transfer of excess supplies between departments. The Procurement Director shall have authority to transfer such items to other County departments or to approve the disposal of unwanted items that cannot be sold.

(d) **Trade-In Sales.** The Procurement Director shall promulgate regulations and procedures to govern the trade-in of personal property owned by the County.

(e) **Allocation of Proceeds from Sale or Disposal of Surplus Supplies.** Proceeds from the sale or disposal of surplus supplies and property shall be deposited into the County's general fund except for any proceeds from the sale of equipment belonging to the County rock quarry, which will be deposited back into the enterprise account for that activity.

SECTION 2-446. Real Property.

(a) The County acknowledges that all parcels of real property are unique and principles of competitive bidding do not apply to distinct and singular purchases of real property by the County.

(b) The following rules shall apply to the sale or lease of County-owned real property:

- i. The County shall sell, contract to sell, acquire by purchase, exchange or gift, real property only upon recommendation of the Finance Committee and approval of County Council. At least one appraisal by a certified appraiser shall be received.

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- ii. The County shall contract to lease, sublease, or cause to be leased real property for a definite period of more than one year only upon the recommendation of the Finance Committee and approval by County Council.
- iii. A public hearing must be held, after reasonable public notice, and an ordinance enacted, prior to final County action to sell or lease real property owned by the County.

SECTION 2-447. Sale of Surplus Stone and Gravel Products.

(a) **Purpose of section.** The County Council recognizes that there are from time to time surplus stone, gravel and related quarry products available for sale at the County rock quarry, purely as a by-product of the County's operation of the county rock quarry for its own use, and that it is desirable that a method for such sales, priorities of customers seeking to acquire such products, and the method of payment and accounting for such sales is provided.

(b) **Availability.** Only "surplus" gravel, stone, and like products will be available for sale to other parties. The term "surplus" means excess products after satisfaction of all present and reasonably foreseeable County future needs, including a reasonable stockpile in the event of emergencies, break down of equipment, or unforeseen demand for County purposes. The quarry plant manager of the County rock quarry shall be charged with maintaining a sufficient surplus of stone, gravel, and related products to meet the needs of the County, including the stockpile provided for in this section; and no such stone, gravel, or other products shall be sold or offered for sale unless the supply available is declared to be surplus by the quarry plant manager, who shall, as evidence of the quarry plant manager's declaration of availability, execute an authorization for the sale of such items, including amounts available as to each of the products that may be offered for sale. In addition thereto, the quarry plant manager may, when the amount of such products available for resale is limited, impose a limitation as to an amount that a customer may purchase so as to make such products available to the largest number of citizens of the County who may desire to make such purchases as is reasonable and practicable. Notwithstanding any other provision of this Article, request by municipalities of the County for the purchase of stone, gravel, or other related products for the use upon the public streets and roads of such municipalities shall be considered a "County use" of such products. The quarry plant manager shall satisfy such requests of the municipalities, as well as that of the County, including a stock pile or reserve, prior to declaring any stone "surplus."

(c) **Cost.** The surplus stone, gravel, or related products shall be offered for sale, based on priorities established in this Article for a price not less than "costs" of production thereof as determined by good and accepted accounting practices, plus ten percent of such costs. Included in those items which shall be used as factors for determining the costs are, but not limited to, the following: depreciation of equipment for a period not exceeding twenty (20) years, to include both depreciation of costs and interest; maintenance, wages and salaries and fringe benefits of quarry employees; a royalty equal to ten percent (10%) per ton of each product sold to recover the costs of land from which the rock is being taken and its depletion; fuel; insurance, including worker's compensation for employees; and all other normal "overhead" expenses.

(d) **Operation of quarry.** There shall be kept and maintained a log of all stone, gravel, and related products taken from the County quarry regardless of the use to which such items and products are consigned. This log shall include the determined weight of the load, employing the available scales for weighing such products; the nature and type of products, if the same is for County use, the designated truck which removes the same from the quarry and its destination; and the name of the customer and the customer's classification according to the priority list, if the same is declared to be surplus and sold pursuant to the terms of this section.

(e) **Sales and payment.** The sale of stone, gravel, or other related products produced by the County rock quarry to businesses, persons, or governmental entities shall be based upon the availability of the product sought to be purchased according to the priorities established in this section and shall be for cash at the time of purchase except as follows:

- i. The state and/or any political subdivisions or municipalities of the state and the United States government shall be allowed to purchase stone, gravel, or related products from the County upon such terms and conditions, including cash or credit and according to such procedures as the County Administrator shall from time to time determine.

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ii. All businesses or persons within or without the state and all nonfederal governmental entities existing outside of the state shall be allowed to purchase stone, gravel or related products for credit upon the following terms and conditions:

(a) Prior to being permitted to purchase stone, gravel or other related products from the County rock quarry, the purchaser shall first submit to the County, an application for credit signed by a duly authorized person upon such forms as the County Administrator shall from time to time prescribe and shall pay to the County treasurer an application fee of Fifty Dollars (\$50.00). The application shall clearly state the name in which the credit account is to be maintained, the social security or federal identification numbers of the persons or entities seeking credit and shall list the names and proper mailing addresses and phone numbers of a minimum of five references. One reference must be a bank or lending institution or branch thereof duly chartered and doing business in the County; one reference must be a major credit card company; and three references must be the County business persons or establishments with whom or which the applicant has enjoyed credit for a minimum period of three years. The applicant's credit history shall then be investigated in any manner and through any agencies and/or credit reporting services, which the County Administrator deems appropriate and each credit reference listed shall be checked within 45 days after receipt of the application. Upon investigation, if the applicant's credit history is favorable using the appropriate methods deemed necessary by the County Administrator (or designee) and the Finance Director, the applicant may be to be determined by the County Administrator (or designee) and the Finance Director, but in no event shall credit be extended in excess of Fifty Thousand Dollars (\$50,000.00) for purchases made at the County rock quarry between 7:30 a.m. on Saturday to 4:30 p.m. on Friday of the following week, at which time payment for all purchases during the period shall be immediately due in County rock quarry office by 3:00 p.m. on Friday and payable in full unless the due date is a legal holiday, in which case, the due date shall be the next regularly scheduled work day at the County rock quarry. Those parties who currently are extended credit for purchases at the County rock crusher shall continue to be extended credit for 60 days from the date of this Article.

(b) Credit purchases may be made in any amount at any time by any business, person, and/or other nongovernmental entity or nonfederal governmental entity existing outside of the state for a period not exceeding thirty (30) days with or without a credit application being filed, provided that prior to purchase, the purchaser furnishes to the County Administrator or designee an irrevocable letter of credit issued by a duly chartered banking or lending institution doing business in the state, payable to the County treasurer for a minimum term or period of ninety (90) days and containing such other terms as the County Administrator shall determine to be necessary to fully protect the County if the purchaser fails or refuses to pay for purchases on the 30th day following purchase, and/or fails or refuses to pay the entire balance due for any and all purchases made sixty (60) days prior to the expiration date of the letter of credit. The amount of credit purchases that may be outstanding at any one time shall not exceed the amount stated and guaranteed by the letter of credit and the term during which credit sales shall be permitted pursuant to the letter of credit shall commence with the effective date of the letter of credit and continue to 5:00 p.m. on the 60th day prior to the expiration date thereof.

(c) A purchaser who has received credit pursuant to section 2-447(e)ii.(a) may request additional credit from the County for the purchase of stone, gravel or other related products from the County rock quarry, upon submission of a letter to the Finance Director requesting additional credit. Upon receipt of a letter requesting additional credit, the County Administrator, the Finance Director and the superintendent of the County rock quarry shall meet and determine whether additional credit should be extended. The County Administrator, the Finance Director and the superintendent of the County rock quarry shall determine the amount of credit to be extended (which may exceed the \$50,000.00 limit set forth in subsection 2-447(e)ii.(a)) and the length of time that credit may be extended. In no event shall credit be extended for more than thirty (30) days.

ORDINANCE 2010-02

Exhibit A

iii. The County Council shall be furnished a listing quarterly of individuals, firms, corporations, and/or other nongovernmental agencies making application for credit at the County rock quarry and the status of such applications.

(f) **County equipment.** All stone, gravel or related products sold, pursuant to the terms of this section, to any business, person, or nongovernmental entity shall be hauled and carried away by the purchaser, and no County equipment may be used in the transporting of such materials or the unloading of the same at their point of destination.

(g) **Warranties.** All businesses, persons, or other entities purchasing surplus stone, gravel or related products from the County shall do so after being informed by appropriate printing on the proof of purchase to be supplied to the County treasurer that such sale is free of any warranty, expressed or implied, as to the fitness, suitability, quality, or character of the product being purchased. In addition, no liability shall attach to the County by reason of damage to any truck or vehicle supplied by the purchaser to haul such materials occasioned by the negligence of the County or any of its employees, and that such purchaser assumes the risk in presenting such vehicle for loading.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NO. 2010-05**

AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SPECIAL SOURCE REVENUE BONDS OF OCONEE COUNTY, SOUTH CAROLINA; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE PLEDGED REVENUES RECEIVED AND RETAINED BY THE COUNTY FROM THE PAYMENT OF FEES IN LIEU OF TAXES FROM CERTAIN JOINT COUNTY INDUSTRIAL AND BUSINESS PARKS AND PLEDGING THE PLEDGED REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING.

Enacted: _____, 2010

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(This Table of Contents for this Ordinance is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provision of this Ordinance).

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BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall, for all purposes of this Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, have the meanings herein specified. Definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined and vice versa. The term:

“Accountant” shall mean an independent certified public accountant or a firm of independent certified public accountants selected by the County.

“Act” shall mean Sections 4-1-175 and 4-29-68 of the South Carolina Code, and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the County to provide for the issuance of the Bonds.

“Authorized County Representative” shall mean the person or persons at the time designated to act on behalf of the County for the purpose of performing any act under this Ordinance or any Supplemental Ordinance by a written certificate furnished to the Trustee or a Custodian containing the specimen signature of such person or persons and signed on behalf of the County by the County Administrator.

“Bond” or “Bonds” shall mean any Bond, some of the Bonds or all of the Bonds issued under and pursuant to Article III hereof, including the Bond of 2010, excluding Junior Bonds.

“Bond Counsel” shall mean any attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

“Bondholders” or the term “Holder” or any similar term shall mean the registered owner or owners of any Outstanding Bond or Bonds.

“Bond of 2010” shall mean the \$3,500,000 Oconee County, South Carolina, Special Source Revenue Bond, Series 2010, authorized under this Ordinance and the First Supplemental Ordinance.

“Bond Redemption Account” shall mean the account, if any, by that name created within each respective Debt Service Fund.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 4.3 hereof.

"Business Day" shall mean, except as otherwise provided with respect to a Series of Bonds in a Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be in the State or the state in which the principal corporate trust office of the Trustee is located a legal holiday or a day on which banking institutions are authorized by law or executive order to close.

"Construction Fund" shall mean any fund established with and maintained by the Custodian selected by the County and derived from certain of the proceeds of the sale of the Bonds and intended to defray the costs of all or a portion of any Project and to pay Costs of Acquisition and Construction (exclusive of any capitalized interest on Bonds which may be deposited in a Debt Service Fund) in connection therewith, as established in a Supplemental Ordinance authorizing the issuance of any Series of Bonds.

"Costs of Acquisition and Construction" shall mean, to the extent permitted by the Act, all costs (including, but not limited to, architectural and engineering fees) of designing, acquiring, constructing, improving, or expanding one or more Projects, including the Costs of Issuance and capitalized interest on Bonds, sums required to reimburse the County for payments previously made with respect to a Project, and funding of a Debt Service Reserve Fund. Costs of Acquisition and Construction shall include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Costs of Acquisition and Construction.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable by or to the County and related to the authorization, sale and issuance of a Series of Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Trustee, Custodian, Registrar or Paying Agent, legal fees and charges, auditing and accounting fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, bond insurance or surety bond premiums, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of any refunding, premiums for insurance relating to the issuance of Bonds, financing charges, and any other costs, charges or fees in connection with the original issuance of Bonds.

"Council" shall mean the County Council of the County.

"County" shall mean Oconee County, South Carolina.

"Custodian" shall mean any bank, depository or trust company duly qualified and doing business within the State selected by the County as a depository of moneys or securities held in the Construction Fund. A Supplemental Ordinance may appoint the County Treasurer as Custodian.

"Debt Service" shall mean, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Debt Service Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized or not payable from the proceeds of Bonds or investment earnings thereon) on such Series of Bonds. With respect to Variable Rate Indebtedness then Outstanding, interest thereon

shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the twelve (12) months immediately preceding the date of calculation (or such lesser period during which the Variable Rate Indebtedness has been Outstanding); provided, that for purposes of any prospective calculation, interest on Variable Rate Indebtedness shall be calculated at the lesser of (a) the 25-Bond Revenue Index published by *The Bond Buyer* (or if no longer published, any reasonably equivalent nationally recognized index published for the periods in question selected by the County) no more than two weeks prior to the date of calculation or (b) the maximum interest rate allowable on such Variable Rate Indebtedness. In the case of Bonds which have been or shall be issued as taxable obligations, for which the County has or shall be entitled to receive a payment that effectively reduces the County's debt service payment obligation therefor (including but not limited to Build America Bonds ("BABs") issuable pursuant to the authority of the American Recovery and Reinvestment Act of 2009 (the "ARRA")), the amount to be paid or set aside in the applicable Debt Service Fund in each Fiscal Year for such payment of Debt Service shall be reduced by the payment that the County has or shall be entitled to receive for such purpose.

"Debt Service Fund" shall mean the respective funds of that name established pursuant to Section 6.6 of this Ordinance and so designated pursuant to a Supplemental Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance as the same respectively become due and payable.

"Debt Service Reserve Fund" shall mean the respective funds, if any, of that name established pursuant to the authorization of Section 6.7 of this Ordinance and so designated pursuant to a Supplemental Ordinance or this Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance as the same respectively become due and payable.

"Default" or "Event of Default" shall mean any of those defaults specified in and defined by Section 10.1 hereof.

"Fee Payments" shall mean the payments made by owners or lessees (including payments made by any Person on behalf of such owner or lessee) of any property situated both in the County and in one or more of the Joint County Industrial and Business Parks. As provided in the Park Act, such Fee Payments are to be in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable with respect to such property except for the exemption from *ad valorem* taxation provided for in the Park Act.

"First Supplemental Ordinance" shall mean First Supplemental Ordinance No. 2010-06 enacted by the Council on _____, 2010, authorizing the issuance of the Bond of 2010.

"Fiscal Year" shall mean the fiscal year of the County, initially being the period from July 1 in any year to and including June 30 of the following year.

"Government Obligations" shall mean, except as limited with respect to the funds and accounts relating to a Series of Bonds by a Supplemental Ordinance, any of the following to the extent now or hereafter permitted by the laws of the State:

(1) cash;

(2) United States Treasury Obligations – State and Local Government Series;

(3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market;

(4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS, TIGRS and similar securities;

(5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America;

(6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board;

(7) obligations of the Federal National Mortgage Association; or

(8) any legally permissible combination of any of the foregoing.

Government Obligations must be redeemable only at the option of the holder thereof.

“Highpointe/PointeWest Park” shall mean the Joint County Industrial and Business Park established pursuant to Highpointe/PointeWest Park Agreement.

“Highpointe/PointeWest Park Agreement” shall mean that certain Agreement for Development of Joint County Business Park between the County and Pickens County approved by the County’s Ordinance No. 2010-07.

“Interest Account” shall mean the account by that name created within each respective Debt Service Fund.

“Interest Payment Date” shall mean the respective interest payment dates for a Series of Bonds as determined by a Supplemental Ordinance.

“Joint County Industrial and Business Park” shall mean any present or future joint county industrial and business park established by the County and a Partner County pursuant to (1) a Park Agreement, and (2) the Park Act.

“Junior Bonds” shall mean either (a) bonds or bond anticipation notes secured by a pledge of Pledged Revenues junior and subordinate in all respects to the pledge securing the Bonds, or (b) any other form of indebtedness secured by Pledged Revenues after provision has been made for all payments required to be made with respect to the Bonds, which bonds or indebtedness may be authorized by an ordinance of Council which is not supplemental to this Ordinance.

“Maximum Debt Service” shall mean the highest aggregate principal and interest requirements (to the extent not paid from the proceeds of Bonds or investment earnings thereon) on the Bonds then Outstanding during any then current or future Fiscal Year. In the case of

determining the Maximum Debt Service for purposes of Section 3.3 of this Ordinance, interest on Variable Rate Indebtedness shall be calculated at the lesser of (a) the 25-Bond Revenue Index published by *The Bond Buyer* (or if no longer published, any reasonably equivalent nationally recognized index published for the periods in question selected by the County) no more than two weeks prior to the date of calculation or (b) the maximum interest rate allowable on such Variable Rate Indebtedness. In the case of Bonds which have been or shall be issued as taxable obligations, for which the County has or shall be entitled to receive a payment that effectively reduces the County's debt service payment obligation therefor (including but not limited to BABs issuable pursuant to the authority of the ARRA (as such terms are referred to in the definition of "Debt Service" above)), the highest aggregate principal and interest requirements for such Bonds during any Fiscal Year shall be reduced by the payment that the County has or shall be entitled to receive therefor.

"Moody's" shall mean Moody's Investors Service, Inc., or its successors.

"Multi-County Fees" shall mean the Fee Payments paid by the County to a Partner County (on behalf of properties located in the County) pursuant to the terms of a Park Agreement.

"Multi-County Park Ordinances" shall mean, collectively, all ordinances of the County authorizing the execution and delivery of any Park Agreement between the County and any Partner County in order to establish any Joint County Industrial and Business Park, and any ordinances of the County authorizing any amendments to any such Park Agreements.

"Net Fee Payments" shall mean: (a) with respect to any property located in the Highpointe/PointeWest Park, 100% of the Fee Payments paid by or on behalf of the owners or lessees of any property located in the Joint County Industrial and Business Park established pursuant to the Highpointe/PointeWest Park Agreement and the Multi-County Park Ordinance that approved the same, calculated after payment of any Multi-County Fees due to the Partner County under the terms of the Highpointe/PointeWest Park Agreement; and (b) with respect to any property located in the County and in any Joint County Industrial and Business Park (exclusive of property located in the Highpointe/PointeWest Park), the product of fifteen percent (15%) of the Fee Payments paid by or on behalf of the owners or lessees of such property, calculated prior to the payment of any Other Obligations and Special Source Credits and after payment of any Multi-County Fees due to a Partner County under the terms of the respective Park Agreements.

"Other Obligations" shall mean any special source revenue bonds (excluding Bonds and Junior Bonds issued pursuant to this Ordinance) heretofore or hereafter issued by the County pursuant to the Act and payable from payments made by owners or lessees of any property situated both in the County and in one or more of the Joint County Industrial and Business Parks.

"Outstanding", when used with respect to any Bond, shall have the construction given to such word in Article XII hereof; i.e., a Bond shall not be Outstanding if such Bond is not, or would not be at the time, deemed to be Outstanding by reason of the operation and effect of said Article XII.

"Park Act" shall mean Section 4-1-170 of the South Carolina Code, Article VIII, Section 13 of the Constitution of the State, as amended, and all other statutory or constitutional authorizations, now or hereinafter enacted, authorizing and enabling the existence of Joint County Industrial and Business Parks.

"Park Agreement" shall mean any current or future agreement for the development of a Joint County Industrial and Business Park between the County and a Partner County, and any and all amendments or supplements thereto, pursuant to the Park Act. As of the date of enactment of this Ordinance, the Park Agreements include:

(1) Agreement for Development for Joint County Industrial Park between the County and Williamsburg County, South Carolina, dated July 25, 1994, as amended from time to time;

(2) Agreement for Development for Joint County Industrial Park between the County and Pickens County, South Carolina, dated May 4, 1998, as amended from time to time;

(3) Agreement for Development for Joint County Industrial Park between the County and Pickens County, South Carolina, dated January 15, 2007, as amended from time to time; and

(3) The Highpointe/Pointe West Park Agreement.

"Park Agreement Revenues" shall mean any revenues or fees received and retained by the County from a Partner County pursuant to a Park Agreement.

"Partner County" shall mean any other county of the State with which the County has agreed or agrees to create a Joint County Industrial and Business Park pursuant to a Park Agreement and the Park Act.

"Paying Agent" shall mean for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the proceedings authorizing such Bonds.

"Permitted Investments" shall mean, except as limited with respect to the funds and accounts relating to a Series of Bonds by a Supplemental Ordinance, (a) any one or more of the investments now or hereafter permitted by Section 6-5-10 or Section 11-1-60 of the South Carolina Code, and in effect from time to time, or any authorization relating to the investment of funds hereunder; and (b) the South Carolina Pooled Investment Fund or similar State-administered pool investment fund.

"Person" or words importing "persons" means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, other legal entities and natural persons.

"Pledged Revenues" shall mean the sum of: (1) the Net Fee Payments remaining after the payment of Other Obligations and the application of Special Source Credits; and (2) the Park Agreement Revenues.

"Principal Account" shall mean the account by that name created within each respective Debt Service Fund.

"Principal Payment Date" shall mean the respective principal payment dates for a Series of Bonds as determined by a Supplemental Ordinance.

"Project" or "Projects" shall mean (a) any infrastructure serving the County or a project; (b) improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise; and (c) such other purposes which may now or hereafter be permitted under the Act and for which special source revenue bonds may be issued. A Project may be located outside of the boundaries of a Joint County Industrial and Business Park.

"Record Date" shall mean, with respect to any Series of Bonds, the fifteenth (15th) day (whether or not a Business Day) of the calendar month immediately preceding an Interest Payment Date or such other day as may be provided in the Supplemental Ordinance authorizing the issuance of such Series of Bonds.

"Registrar" shall mean, for each Series of Bonds, the registrar appointed pursuant to the proceedings authorizing such Bonds.

"Reserve Fund Requirement" shall mean, as of the date of calculation, the debt service reserve fund requirement, if any, established pursuant to a Supplemental Ordinance authorizing the issuance of a Series of Bonds.

"Revenue Fund" shall mean the fund of that name established pursuant to Section 6.5 of this Ordinance.

"S&P" shall mean Standard & Poor's Credit Markets Service, a Division of The McGraw-Hill Companies, Inc., or its successors.

"Series" or "Series of Bonds" or "Bonds of Series" shall mean all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefor pursuant to this Ordinance.

"Special Source Credit" shall mean any credit or payment heretofore or hereafter granted by the County against any fee payment pursuant to Section 4-1-175, Section 4-12-30(K)(3), Section 4-29-67(L)(3), or Section 12-44-70 of the South Carolina Code or any successor or similar provision of State law to any entity having property within any Joint County Industrial and Business Park.

"South Carolina Code" shall mean the South Carolina Code of Laws 1976, as amended.

"State" shall mean the State of South Carolina.

"Supplemental Ordinance" shall mean any ordinance enacted by the Council providing for the issuance of a Bond or Bonds hereunder, including the First Supplemental Ordinance, and

any ordinance enacted by the Council pursuant to and in compliance with the provisions of Article IX hereof amending or supplementing the provisions of this Ordinance or any Supplemental Ordinance.

"Taxing Districts" shall mean the County and the School District of Oconee County, South Carolina.

"Term Bond" shall mean any Bond designated by the Supplemental Ordinance providing for its issuance as being subject to retirement or redemption from moneys credited to the applicable Bond Redemption Account as sinking fund installments.

"Trustee" shall mean U.S. Bank National Association, and any successor Trustee appointed in accordance with Article VIII hereof.

"Variable Rate Indebtedness" shall mean indebtedness in the form of Bonds, the interest rate on which is not established at a fixed or constant rate at the time such indebtedness is incurred.

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ARTICLE II

FINDINGS AND DETERMINATIONS

Section 2.1. Findings and Determinations. The Council hereby finds and determines:

A. The County is a political subdivision of the State of South Carolina and as such has all powers granted to counties by the Constitution and general laws of the State.

B. Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended, provides that indebtedness payable solely from a special source, which source does not involve revenues from any tax or license, may be issued by a county upon such terms and conditions as the General Assembly may prescribe by general law.

C. The Act empowers a county that receives and retains revenues pursuant to the Park Act to issue special source revenue bonds secured by and payable from all or a part of such revenues, subject to certain terms and conditions as provided therein, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding infrastructure serving the County or a project, and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County and the Cost of Issuance of any Series of Bonds.

D. In Horry County School District v. Horry County, 552 S.E.2d 737 (S.C. 2001), the Supreme Court of South Carolina upheld the constitutionality of the Park Act, and held that counties that receive and retain revenues from joint county industrial and business parks created pursuant to the Park Act have the discretionary authority to allocate such revenues to the extent permitted by the Park Act.

E. The County has determined that there is a need to design, acquire, construct, improve and expand infrastructure serving the County or particular projects, from time to time, and improved or unimproved real estate used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of the County.

F. The Bonds are to be issued under and pursuant to the provisions of the Act and the Park Act, and are to be secured by and payable solely from the Pledged Revenues.

G. The County has entered into various Park Agreements with Partner Counties to develop Joint County Industrial and Business Parks, and may continue to do so. Further, the County may continue to designate property located within the County as part of any existing Joint County Industrial and Business Park. Pursuant to the Park Agreements and the Multi County Park Ordinances, the County receives and retains a portion of the Fee Payments paid by owners or lessors of properties physically located within the Joint County Industrial and Business Parks. The County hereby finds and determines that it is proper to utilize such moneys received and retained by the County to finance the Costs of Acquisition and Construction of the Projects and to secure payment of the Bonds provided for hereunder and in any Supplemental Ordinance.

H. The County hereby finds and determines that it is necessary and proper to direct that the following amounts be deposited into the Revenue Fund established herein and be made available to pay for costs of infrastructure for economic development in the County, including payment of Debt Service on Bonds: (a) 100% of the Fee Payments paid by or on behalf of the owners or lessees of property located in the Joint County Industrial and Business Park established pursuant to the Highpointe/PointeWest Park Agreement, calculated after payment of any Multi-County Fees due to the Partner County under the terms of the Highpointe/PointeWest Park Agreement; and (b) with respect to any property located in the County and in any Joint County Industrial and Business Park (exclusive of any property located in the Highpointe/PointeWest Park) the product of fifteen percent (15%) of the Fee Payments paid by or on behalf of owners or lessees of such property, calculated prior to the payment of any Other Obligations and Special Source Credits and after payment of any Multi-County Fees due to a Partner County under the terms of the respective Park Agreements.

I. By the enactment of this Ordinance, the County intends to provide for the issuance of special source revenue bonds at the time and on the terms and conditions set forth in this Ordinance and Supplemental Ordinances hereto.

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ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.1. Authorization of Bonds. There is hereby authorized to be issued Bonds of the County to be designated "Oconee County, South Carolina, Special Source Revenue Bonds" or such other designations as may be provided in the Supplemental Ordinance authorizing such Bonds, which Bonds may be issued pursuant to this Ordinance and in accordance with the terms, conditions and limitations set forth herein; in Series; and in such amounts and from time to time as the County may deem to be necessary or advisable for any corporate purpose of the County for which Bonds may be issued under this Ordinance and the Act.

Section 3.2. General Provisions for Issuance of Bonds.

(a) The Bonds shall be issued in Series by means of Supplemental Ordinances enacted by the Council in accordance with the provisions of this Article and Article IX hereof. Each Supplemental Ordinance shall designate the Bonds provided thereby with an appropriate Series designation and with such further particular designations, if any, as the County deems appropriate. Each Supplemental Ordinance shall, unless or except as is otherwise set forth herein, also specify: (i) the authorized principal amount and designation of such Series of Bonds; (ii) the purpose or purposes for which the Bonds of such Series are being issued, which shall be one or more of the purposes set forth in Sections 3.3 or 3.4 hereof; (iii) if the Bonds of the Series are being issued for a purpose specified in Section 3.3 hereof, the Project(s) for which such Bonds are being issued; (iv) an estimate of the Costs of Acquisition and Construction for any Project(s), if any, to be financed by such Series of Bonds; (v) the date or dates of the Bonds of the Series; (vi) the maturity date or dates of the Bonds of the Series and the sinking fund installment amounts and due dates for the Term Bonds of the Series, if any; (vii) the interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, the initial Interest Payment Date therefor, and the subsequent Interest Payment Dates; (viii) the denominations of (if other than as provided in this Ordinance), and manner of numbering and lettering, the Bonds of such Series; (ix) the redemption premium or premiums, if any, or the redemption price or prices to be paid upon the redemption of the Bonds of such Series, the period or periods, if any, during which such premiums or prices shall be payable, and the terms and conditions, if any, of such redemption; (x) the place or places of payment of the Bonds of the Series and interest thereon, and the Paying Agent and Registrar therefor and any Custodian of the funds and accounts created with respect thereto; (xi) the provisions for the sale or other disposition of the Bonds of the Series and the use, application and investment, if any, of the proceeds of such sale or other disposition, which use, application and investment shall not be inconsistent or in conflict with the provisions hereof; (xii) whether such Series of Bonds will be subject to a Reserve Fund Requirement and the manner of satisfaction of such Reserve Fund Requirement; (xiii) any other provisions which may be required to be inserted therein by other provisions of this Ordinance; and (xiv) any other necessary or desirable provisions not inconsistent or in conflict with the provisions of this Ordinance.

(b) Bonds of a Series may be executed and delivered to the Registrar by the County and authenticated and delivered to the County or, upon its order, upon compliance with Section 3.3 or Section 3.4 hereof.

Bonds issued upon compliance with this Section 3.2 and Section 3.3 or Section 3.4 hereof shall be issued on a parity with the pledge of and lien upon the Pledged Revenues inter sese, but not with respect to the particular Debt Service Fund or Debt Service Reserve Fund created for the benefit of the Holders of the Bonds of a Series, notwithstanding, that they may be in different form, and bear different dates, interest rates, number, date of issuance or date of execution or are payable at different times. In all such instances, the pledge of Pledged Revenues made hereunder, and the covenants and remedies hereby granted, shall be applicable and available to the Holders of such Bonds.

Section 3.3. Conditions for the Issuance of Bonds under this Ordinance Other than Refunding Bonds.

Any time and from time to time, one or more Series of Bonds (exclusive of refunding Bonds) may be issued for such purposes as may be permitted by the Act upon compliance with the provisions of Section 3.2 hereof and this Section 3.3 in such principal amounts as may be determined by the Council for the purpose of paying all or part of the Costs of Acquisition and Construction of one or more Projects upon compliance with the following conditions:

A. There shall be executed and filed with the Trustee a certificate of an Authorized County Representative stating (i) either (a) that no Default exists in the payment of the principal of, premium, if any, or interest on any Bonds or Junior Bonds, and all mandatory sinking fund redemptions, if any, required to have been made shall have been made, or (b) that the application of the proceeds of sale of the Series of Bonds to be issued as required by the Supplemental Ordinance authorizing their issuance will cure any such Default or permit such redemptions; and (ii) either (a) that to the best of his or her knowledge, the County is not in Default in the performance of any other of its covenants and agreements contained in this Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.

B. If a certificate filed pursuant to part (A) of this Section 3.3 should disclose a Default or Defaults hereunder, there shall be filed with the County an opinion of Bond Counsel that, in the case of any Default disclosed in a certificate filed pursuant to part (A) of this Section 3.3, each such Default does not deprive the Bondholders of the security afforded by this Ordinance in any material aspect.

C. For the issuance of Bonds (other than the Bond of 2010 issued under this Ordinance and the First Supplemental Ordinance) to finance the Costs of Acquisition and Construction, or a portion thereof, of any Project, there shall be delivered a certificate of an Authorized County Representative certifying that the amount of the Pledged Revenues received by the County during the Fiscal Year preceding the issuance of any Series of Bonds is not less than 120% of the Maximum Debt Service on Bonds then Outstanding and the Bonds then proposed to be issued.

D. Such Bonds shall be issued to secure funds to defray the Costs of Acquisition and Construction of a Project, or to refund Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition or construction of a Project.

E. The Supplemental Ordinance may provide for a deposit into the Debt Service Reserve Fund with respect to such Series of Bonds of cash or securities or an insurance policy, surety bond or letter of credit, as provided in Section 6.7 hereof (inclusive of any proceeds of such Series of Bonds to be deposited in the applicable Debt Service Reserve Fund) having an aggregate value not less than the Reserve Fund Requirement, if any, with respect to such Series of Bonds.

Section 3.4. Refunding Bonds. Without complying with the provisions of Section 3.3 hereof except as otherwise provided herein, the County by means of a Supplemental Ordinance enacted in compliance with the provisions of the Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue hereunder refunding Bonds as follows:

A. Bonds may be issued for the purpose of refunding (including by purchase) at any time within one year prior to maturity or prior to any sinking fund installment due date, the Bonds maturing on such date (or an amount of such Bonds subject to redemption from such sinking fund installments not in excess of the amount of such Bonds required to be redeemed on such due date) for the payment of which sufficient Pledged Revenues are not available. Any Bonds issued for such purpose shall mature (or sinking fund installments therefor shall commence) not earlier than the latest stated maturity of the Bonds not then refunded to be Outstanding after such refunding; or

B. Bonds may be issued at any time for the purpose of refunding (including by purchase) other Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Costs of Issuance and the funding of a Debt Service Reserve Fund thereunder; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of refunding Bonds shall not be greater than would have been the aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of parts (A), (B), (C) and (E) of Section 3.3 hereof are met with respect to the refunding Series.

Section 3.5. Junior Bonds. The County may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from the Pledged Revenues, provided that such Junior Bonds are issued to secure funds to defray the Costs of Acquisition and Construction or Costs of Issuance for Projects, or to refund Bonds, Junior Bonds, or any notes, bonds, or other evidences of indebtedness issued to finance or to aid in financing the acquisition or construction of the Projects, and provided further that the pledge of and lien on Pledged Revenues securing Junior Bonds shall at all times be subordinate and inferior to the pledges of and lien on Pledged Revenues securing the Bonds.

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ARTICLE IV

THE BONDS

Section 4.1. Execution. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, the Bonds shall be executed on behalf of the County by the Chairman of the County Council by his or her manual or facsimile signature and the corporate seal of the County or a facsimile thereof shall be impressed or reproduced thereon and attested by the Clerk to the County Council by his or her manual or facsimile signature.

In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he had remained in office until delivery.

Section 4.2. Authentication. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, upon compliance with the provisions of Sections 3.2, 3.3 or 3.4 hereof, and upon the order of the County, the Registrar shall authenticate Bonds authorized to be issued hereunder. Only such Bonds as shall have endorsed thereon a certificate of authentication, duly executed manually by the Registrar shall be entitled to any right or benefit under this Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder or on all of the Bonds of a particular Series. The Registrar's certificate of authentication shall be in substantially the following form:

FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance of Oconee County, South Carolina.

Registrar

Dated: _____

By: _____
Authorized Officer

Section 4.3. Registration and Transfer of Bonds; Persons Treated as Holders. Unless and except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, each Bond shall be fully registered and transferable only upon the registration books (the "Books of Registry") of the County, which shall be kept for that purpose at the office of the Registrar, by the Holder thereof or by his attorney, duly authorized in writing, upon

surrender thereof, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his or her duly authorized attorney with such signature guaranteed by a participant in the Securities Transfer Agents in Medallion Program ("STAMP") or similar program. Upon the transfer of any Bond, the County shall issue, subject to the provisions of Section 4.6 hereof, in the name of the transferee, a new Bond or Bonds of the same series and of the same aggregate principal amount, interest rate and maturity as the unpaid principal amount of the surrendered Bond.

Any Bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal, redemption premium, if any, and interest on any Bond shall be made only to or upon the order of the Bondholder thereof, or his duly authorized attorney, and neither the County nor the Registrar, shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 4.4. Form of Bonds; Denominations; Medium of Payment. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, the Bonds of each Series: (a) shall be in fully registered form without coupons, provided, such Bonds may be issued in book-entry form; (b) shall be issued in denominations of \$5,000, or any integral multiple thereof, provided that, upon partial redemption of a Bond requiring surrender thereof and the issuance of a new Bond, such new Bond may be in the denomination of the unredeemed balance; and (c) shall be payable with respect to principal, interest, and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 4.5. Numbers, Date, and Payment Provisions.

(a) The Bonds shall be numbered and designated in such manner as the County, with the concurrence of the Registrar, shall determine. Each Bond of a Series shall bear interest from the Interest Payment Date immediately preceding the date of its authentication, unless authentication shall be upon an Interest Payment Date, in which case it shall bear interest from its authentication, or unless authentication shall precede the first Interest Payment Date for such Bond, in which case it shall bear interest as otherwise provided in the Supplemental Ordinance authorizing its issuance, provided, however, that if the date of authentication of any Bond of any Series is after a Record Date and before the corresponding Interest Payment Date therefor, such Bond shall bear interest from such succeeding Interest Payment Date; notwithstanding the foregoing, if at the time of authentication of any Bond any interest on such Bond is in default, such Bond shall bear interest from the date to which interest on such Bond has been paid or if no interest has been paid, such Bond shall bear interest from the date of delivery thereof or from its dated date, or as otherwise provided in the Supplemental Ordinance authorizing the issuance of such Bonds.

(b) The principal of and redemption premium, if any, on the Bonds shall be payable when due in lawful money of the United States of America upon presentation and surrender of such Bonds at the principal office of the Paying Agent described in the Supplemental Ordinance

authorizing the issuance of such Bonds. Except as otherwise provided in a Supplemental Ordinance, payment of interest on Bonds shall be made by check or draft drawn upon the Paying Agent and mailed to the Holder at his or her address as it appears upon the Books of Registry. The Paying Agent shall maintain a record of the amount and date of any payment of principal and/or interest on the Bonds (whether at the maturity date or the redemption date prior to the maturity or upon the maturity thereof by declaration or otherwise).

Section 4.6. Exchange of Bonds. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Bondholder or his duly authorized attorney with such signature guaranteed by a participant in STAMP or similar program, may, at the option of the Bondholder thereof, and upon payment by such Bondholder of any charges which the Registrar may make as provided in Section 4.7, be exchanged for a principal amount of Bonds of the same Series and maturity of any other authorized denomination equal to the unpaid principal amount of surrendered Bonds.

Section 4.7. Regulations with Respect to Exchanges and Transfer. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance or such Supplemental Ordinance authorizing the issuance thereof. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Registrar. There shall be no charge to the Bondholder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Registrar shall be required (a) to exchange or transfer Bonds (i) from the Record Date to the succeeding Interest Payment Date or (ii) for a period of 15 days following any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption, or (b) to transfer any Bonds called for redemption.

Section 4.8. Temporary Bonds. Any Series of Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable and subject to the agreement of the County and the purchaser thereof. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the County, shall be without coupons, and may contain such reference to any of the provisions of this Ordinance as may be appropriate. Every temporary Bond shall be executed by the County upon the same conditions and in substantially the same manner as the definitive Bonds. If the County issues temporary Bonds, it will execute and furnish definitive Bonds without delay; and thereupon the temporary Bonds shall be surrendered for cancellation at the principal office of the Registrar, and the Registrar shall deliver and exchange for such temporary Bonds an equal, aggregate principal amount of definitive Bonds of like aggregate principal amount and in authorized denominations of the same Series, maturity or maturities and interest rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Ordinance as definitive Bonds under this Ordinance.

Section 4.9. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the Holder, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the

Holder thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event, the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar (a) evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and (b) of the ownership thereof, and (c) such security and indemnity as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance or any Supplemental Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder. Neither the County nor the Registrar nor any Paying Agent shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same. In the event any such mutilated, lost, stolen or destroyed Bond shall have matured, instead of issuing a duplicate Bond the County may pay the same. All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

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ARTICLE V

REDEMPTION OF BONDS

Section 5.1. Redemption of Bonds. The Bonds of a Series may be subject to redemption prior to their stated maturities upon such terms and conditions and at such dates and redemption price or prices or premium or premiums as shall be set forth in the Supplemental Ordinance providing for the issuance of such Bonds, and upon the further terms and conditions as are hereinafter set forth.

Section 5.2. Selection of Bonds for Redemption. In the event of the redemption at any time of only part of the Bonds of a Series, the Bonds to be redeemed shall be redeemed in such order as is set forth in the Supplemental Ordinance providing for the issuance of such Bonds. Unless otherwise provided by Supplemental Ordinance, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected at random by the Registrar in such manner as the Registrar in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and that, in selecting portions of such Bonds for redemption, the Registrar shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.

Section 5.3. Notice of Redemption. Unless or except as otherwise provided in the Supplemental Ordinance authorizing their issuance, the provisions of this Section 5.3 apply to each Series of Bonds.

In the event any of the Bonds or portions thereof are called for redemption, the Registrar shall give notice, in the name of the County, of redemption of Bonds by first-class mail, postage prepaid, to the Holder thereof as shown on the Books of Registry of the County not less than 30 days and not more than 60 days prior to the date fixed for the redemption thereof. Such notice of redemption shall state: (a) the title of such Bonds to be redeemed, CUSIP numbers, date of issue, the Series designation (if any) thereof, the redemption date, the place or places of redemption and the redemption price or redemption premium, if any, payable upon such redemption; (b) if less than all such Bonds of a particular Series are to be redeemed, the distinctive number of such Bonds to be redeemed; (c) that the interest on such Bonds designated for redemption in such notice shall cease to accrue from and after such redemption date; and (d) that on such date there will become due and payable on each such Bond the principal amount thereof to be redeemed at the then applicable redemption price or redemption premium, if any, and the interest accrued on such principal amount to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, when mailed, whether or not the Holder thereof receives the notice. The notice shall further state that if money for the redemption of all the Bonds being redeemed at that time is held by the Trustee on the redemption date, interest shall cease to accrue on such Bonds on and after the redemption date. The notice may further state that the redemption of the Bonds being called for redemption is conditioned upon the Trustee receiving on or before the redemption date of sufficient money for the redemption thereof.

Section 5.4. Partial Redemption of Bond. In the event that only part of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of such Bond to the Registrar. Upon surrender of such Bond, the County shall execute and the Registrar shall authenticate and deliver to the Holder thereof, at the principal office of the Registrar, or send to such Holder by registered mail at his request, risk and expense, a new fully executed Bond or Bonds, of authorized principal sums equal in aggregate principal amount to, and of the same Series, maturity and interest rate as, the unredeemed portion of the Bond surrendered.

Section 5.5. Effect of Redemption. If a Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of such Bond at the then applicable redemption price or together with the then applicable redemption premium, if any, and the interest to accrue to the redemption date on such Bond are held for the purpose of such payment by the Trustee for the Series of Bonds of which such Bond is one, then such Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable. Interest on the Bond so called for redemption shall cease to accrue.

Section 5.6. Cancellation. All Bonds which have been redeemed shall be canceled and either maintained or destroyed by the Registrar and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the County upon the request of the County.

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ARTICLE VI

ESTABLISHMENT OF FUNDS; SECURITY FOR AND PAYMENT OF THE BONDS; INVESTMENT OF MONEYS

Section 6.1. Listing of Funds and Accounts. The following are the funds and accounts created and established by this Ordinance:

- (i) Revenue Fund to be held by the County or a bank or other financial institution designated from time to time by the County.
- (ii) Debt Service Fund for each Series of Bonds to be held by the Trustee, including, except as provided in a Supplemental Ordinance, an Interest Account, a Principal Account and a Bond Redemption Account.
- (iii) Debt Service Reserve Fund for each Series of Bonds, if any, to be held by the Trustee.
- (iv) Construction Fund for each Series of Bonds, if any, to be held by a Custodian designated by the County.

One or more accounts may, by direction of the County or by the terms of a Supplemental Ordinance, be established within any of the above funds. It is intended by this Ordinance that the funds and accounts referred to in this Article (other than the Construction Fund) shall remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner herein prescribed and in the order of priority hereinafter set forth in Section 6.2 hereof. Upon the issuance of any Junior Bonds, the Trustee shall then establish in a Supplemental Ordinance a Junior Bond Debt Service Fund. Any debt service due on Junior Bonds shall be paid after all payments have been made with respect to the Debt Service Fund and Debt Service Reserve Fund.

Section 6.2. Disposition of Pledged Revenues. So long as any Bonds are Outstanding, the Pledged Revenues shall be applied at the times, in the amounts and for the purposes as provided or permitted by this Ordinance, and in the following order of priority:

First, provision shall be made for the payment of the principal of and interest on any Bonds then Outstanding, and there shall be transferred into the respective Debt Service Funds the amounts required by this Ordinance or any Supplemental Ordinance;

Second, there shall be transferred into the respective Debt Service Reserve Funds, if established, the amounts (including any payments required under the terms of any surety bond, insurance policy or letter of credit applicable thereto) required by this Ordinance or any Supplemental Ordinance for any Bond issued hereunder or thereunder;

Third, provision shall be made for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in Section 6.7 hereof;

Fourth, provision shall be made for the payment of any Junior Bonds;

Fifth, the remaining balance shall be transferred to the Treasurer of the County for further distribution to the Taxing Districts.

Section 6.3. Security for and Payment of the Bonds. Each Series of Bonds, together with the interest thereon, shall be payable solely from and secured equally and ratably by a pledge of the Pledged Revenues which shall be and hereby are irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the Series of Bonds authorized by the Supplemental Ordinances; provided, however, that Junior Bonds shall be secured solely as provided in Section 3.5 hereto. Each Series of Bonds may be further secured by the proceeds of such Series of Bonds deposited into the Construction Fund established to defray the Costs of Acquisition and Construction. A Series of Bonds issued to finance the acquisition of real or personal property may be additionally secured by a mortgage of that real or personal property, as specified in the Supplemental Ordinance.

To the extent that *ad valorem* taxes, prior to the conversion to Fee Payments pursuant to a Park Agreement, have been pledged to secure general obligation indebtedness of a political subdivision (which has taxing power within the applicable Joint County Industrial and Business Park) prior to the establishment of such Joint County Industrial and Business Park, such Fee Payments attributable to any real property and improvements thereon existing prior to the date of the Park Agreement shall first be applied, to the extent necessary, to the payment of such outstanding general obligation indebtedness.

To the extent such Fee Payments, prior to the date of enactment of this Ordinance, have been pledged or are hereafter pledged to the payment of Other Obligations or applied to any Special Source Credit, such Fee Payments shall first be applied, to the extent necessary, to the payment of such Other Obligations or applied to any Special Source Credit.

The Bonds, and the interest thereon are, (a) payable solely from all or a specifically described portion of the Pledged Revenues; (b) not secured by, or in any way entitled to, a pledge of the full faith, credit, or taxing power of the County; (c) not an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation but are payable solely from a special source that does not include revenues from any tax or license; and (d) not a pecuniary liability of the County or a charge against the County's general credit or taxing power.

All funds held by the Trustee in the respective Debt Service Funds and Debt Service Reserve Funds are hereby pledged for the benefit of the respective Bondholders as security for the Bonds of the Series to which such funds relate. The Pledged Revenues shall be and hereby

are irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the Bonds. This provision of this Section 6.3 shall not preclude the issuance of Junior Bonds if such Junior Bonds be issued in conformity with the provisions of Section 3.5 hereof, but the pledge herein made shall preclude the issuance of bonds payable from or secured by a pledge of or lien on the Pledged Revenues superior to that herein made to secure the Bonds.

The covenants and agreements herein set forth to be performed by the County shall be for the equal and proportionate benefit, security and protection of all Holders of the Bonds without preference, priority or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds for any reason or cause whatsoever, except as expressly provided by the pledging of Pledged Revenues herein or by Supplemental Ordinance for each of such series of Bonds. Except as aforesaid, all Bonds shall rank pari passu and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

Section 6.4. Accounting Methods. The designation of the Revenue Fund in and by this Ordinance shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Pledged Revenues for certain purposes and to establish certain priorities for application of such Pledged Revenues as herein provided.

The cash required to be accounted for in each of the foregoing funds established herein may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposited therein for the various purposes of such funds as provided herein.

Section 6.5. Revenue Fund. There is hereby established a Revenue Fund to be maintained in trust by the County in a bank or other financial institution designated, from time to time, by the County and into which shall be deposited all Pledged Revenues. Moneys in the Revenue Fund shall be used only in the manner specified in this Article VI and in the order of priority set forth in Section 6.2 hereof. Moneys held in the Revenue Fund may be invested, from time to time, in Permitted Investments; provided, however, that such Pledged Revenues in the Revenue Fund shall be made available to the Trustee on the fifth (5th) Business Day prior to each Interest Payment Date in amounts sufficient to make all transfers required to be made from the Revenue Fund by this Article VI and each Supplemental Ordinance.

Section 6.6. Debt Service Funds. There shall be established and maintained special funds of the County to be designated the Debt Service Fund for each Series of Bonds then Outstanding which shall be kept on deposit with the Trustee, and withdrawals therefrom shall be made for the purposes provided in this Ordinance or any Supplemental Ordinance. Each Debt Service Fund shall bear a separate series designation as may be necessary to distinguish such Debt Service Fund.

The respective Debt Service Funds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on each Series of Bonds as the same respectively fall due. Payments into such funds shall be made in the manner prescribed by this Ordinance, and all moneys in the respective Debt Service Funds shall be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for

no other purpose, and withdrawals therefrom shall be made only to effect payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Earnings on investments in the Debt Service Funds, including the accounts therein, shall be added to and become a part of such respective funds and the accounts therein.

There may be established in the respective Debt Service Funds from time to time a capitalized interest account to provide for the payment of interest on the Bonds of a particular Series as may be permitted hereunder. Any such account shall be created by a Supplemental Ordinance relating to the issuance of the Bonds of such Series. Any earnings from the investment of funds in the capitalized interest account not required to pay interest on the Bonds of any Series during the period for which interest on the Bonds of such Series is capitalized may be deposited in the Construction Fund created by the Supplemental Ordinance relating to such Bonds or, if such Construction Fund has been terminated or no such fund was created, such earnings shall be retained in the appropriate Debt Service Fund.

Unless and except as is otherwise set forth in a Supplemental Ordinance, not later than the fifth (5th) Business Day prior to each Interest Payment Date or Principal Payment Date, as the case may be, the County shall transfer or cause to be transferred to the Trustee from the Pledged Revenues in the Revenue Fund for deposit into the respective Debt Service Funds and ratably with respect to separate Series of Bonds for credit to the Interest Account, the Principal Account or the Bond Redemption Account, as the case may be, sufficient moneys so as to comply with the following provisions for the payment of the Bonds then Outstanding.

(a) There shall be established and maintained, for the purpose of paying the interest on the respective Series of Bonds as the same becomes due and payable, an Interest Account in the respective Debt Service Funds. In making any of the deposits to the Interest Account required by this paragraph (a), consideration shall be given to and allowance made for accrued interest received upon delivery of each Series of Bonds to the initial purchasers and for any other credits (including but not limited to capitalized interest with respect to each Series of Bonds) otherwise made to such Interest Account.

(b) There shall be established and maintained, for the purpose of paying the principal of the respective Series of Bonds as they mature, a Principal Account in the respective Debt Service Funds. In making any of the deposits to the Principal Account required by this paragraph (b), consideration shall be given to and allowance made for any other credits otherwise made to such Principal Account.

(c) There shall be established and maintained, in order to meet the specified sinking fund installment requirements of Term Bonds and to otherwise retire Term Bonds prior to maturity, a Bond Redemption Account in the respective Debt Service Fund. The Trustee shall apply the moneys credited to the Bond Redemption Account as sinking fund installments to the retirement of the Term Bonds of each respective Series by redemption in accordance with the Supplemental Ordinance providing for the issuance of such Series of Bonds, without further authorization or direction, on each date upon which a sinking fund installment is due with respect to the Term Bonds of such Series. The Trustee shall keep and retain accurate records of application of each deposit of funds under this paragraph (c). The Trustee shall give notice of all such redemptions in the name and on the behalf of the County in accordance with the provisions of Article V hereof. In making any of the deposits to the Bond Redemption Account required by this paragraph (c), consideration shall be given to and allowance made for any other credits otherwise made to such Bond Redemption Account.

(d) If, on the dates when the payments required by paragraphs (a), (b) and (c) of this Section are to be made, the aggregate of (i) the payments actually made pursuant to said paragraphs (a), (b) and (c), and (ii) the remaining payments to be made prior to the next succeeding date on which principal or interest, or both, as the case may be, will be due and payable, are less than the sum required to be transferred to a Debt Service Fund to effect the payment of the succeeding installment of principal or interest, or both, as the case may be, moneys in the applicable Debt Service Reserve Fund, if any, equal to such deficiency shall be added to the payment to be made pursuant to said paragraphs (a), (b) and (c).

Moneys in the respective Debt Service Funds shall be used and applied solely to the payment of the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and shall be used and applied in accordance with the provisions of this Section 6.6 and this Ordinance. The moneys paid into the respective Debt Service Fund shall be held by the Trustee in trust solely for the purpose of paying the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds. Withdrawals from such funds shall be made by the Trustee in order to transfer such moneys to the Paying Agent for the respective Series of Bonds. Such withdrawals shall be made so that the necessary moneys shall be available to the Paying Agent not later than one Business Day prior to the day on which principal or interest or both, and redemption premium, if any, as the case may be, are payable on the Bonds.

Section 6.7. Debt Service Reserve Funds. A Supplemental Ordinance may provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds. Each Debt Service Reserve Fund shall bear a separate Series designation as may be necessary to distinguish such Debt Service Reserve Fund and shall, subject to certain provisions of this Ordinance, be maintained in an amount equal to the applicable Reserve Fund Requirement, as determined pursuant to a Supplemental Ordinance, and in the manner determined pursuant to such Supplemental Ordinance, so long as the applicable Series of Bonds shall be Outstanding. Each such fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds and to provide for the redemption of such Series of Bonds prior to their stated maturities. The respective Debt Service Reserve Funds shall be kept on deposit with the Trustee, and withdrawals therefrom shall be made for the purposes provided in this Ordinance.

Moneys in each Debt Service Reserve Fund shall be used for the following purposes and for no other:

- (a) To prevent a Default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that moneys in the applicable Debt Service Fund are insufficient for such purposes;
- (b) To pay the principal of, interest on, and redemption premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole;
- (c) To effect a partial redemption of the applicable Series of Bonds, provided that such redemption be undertaken in accordance with the provisions of this Ordinance permitting a partial redemption of the applicable Series of Bonds and the balance remaining in the applicable Debt Service Reserve Fund following such partial redemption shall not be less than the Reserve Fund Requirement; and
- (d) To effect the retirement of a Series of Bonds through purchase under the conditions herein prescribed.

Whenever the value (determined as of the valuation date and in accordance with the method specified in Section 6.10 hereof) of the cash and securities in the applicable Debt Service Reserve Fund shall exceed the Reserve Fund Requirement, such excess may, at the written direction of the County (i) be used to repurchase and retire the applicable Series of Bonds at prices not exceeding the call price first to become available or then prevailing, (ii) be deposited as the County deems advisable or (iii) be transferred to the Construction Fund during the period of construction or acquisition of a Project. Purchases of Bonds shall be effected by the County through the Trustee, and whenever Bonds shall have been purchased pursuant to this authorization, it shall be the duty of the Trustee to cancel and destroy such Bonds and to deliver certificates evidencing such act to the County.

Whenever the value (determined as of the valuation date and in accordance with the method specified in Section 6.10 hereof) of cash and securities in the respective Debt Service Reserve Fund shall be less than the applicable Reserve Fund Requirement, there shall be deposited from available Pledged Revenues into the applicable Debt Service Reserve Fund over the next succeeding twelve (12) months, successive equal monthly installments of the amount necessary to re-establish in the applicable Debt Service Reserve Fund its respective Reserve Fund Requirement.

In lieu of the deposit of moneys into the Debt Service Reserve Fund established with respect to any Series of Bonds to meet the Reserve Fund Requirement with respect to that Series, the County may cause to be credited a surety bond or an insurance policy payable to, or a letter of credit in favor of, the Trustee for the benefit of the Holders of the Bonds meeting the standard set forth in the Supplemental Ordinance authorizing that Series of Bonds, as the case may be. The amount of moneys required to be deposited to the Debt Service Reserve Fund shall be reduced by the amount of the surety bond, insurance policy, or letter of credit. The surety bond, insurance policy, or letter of credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date on which moneys will be required to be withdrawn

from the Debt Service Reserve Fund and applied to the payment of the principal of or interest on any Bonds of that Series but only to the extent that withdrawals cannot be made by amounts then credited to the Debt Service Reserve Fund.

If the County obtains a surety bond, insurance policy or letter of credit in substitution for moneys deposited to the applicable Debt Service Reserve Fund as may be permitted under the applicable Supplemental Ordinance, excess moneys in the respective Debt Service Reserve Funds shall be transferred to the applicable Construction Fund, or if one does not exist, be deposited as the County deems advisable.

Section 6.8. Distribution of Remaining Pledged Revenues.

In any Fiscal Year, after required deposits have been made into the Debt Service Fund, the Debt Service Reserve Fund, if any, and payment has been made on any Junior Bonds due in such Fiscal Year, there shall be transferred from the Revenue Fund to the Treasurer of the County the remaining balance of Pledged Revenues, if any. Within five Business Days of the Treasurer's receipt thereof, such moneys shall be distributed to the Taxing Districts proportionately based on the ratio which each respective Taxing District's millage rate bears to the combined millage rate of all Taxing Districts during the then current Fiscal Year. Any Authorized County Representative is authorized to direct that the remaining balance of Pledged Revenues in the Revenue Fund be transferred to the Treasurer of the County in accordance with this Section 6.8.

Section 6.9. Establishment of Construction Fund. There shall be established with the Custodian a Construction Fund with respect to each Series of Bonds (other than for Bonds issued pursuant to Section 3.4 hereof) in the Supplemental Ordinance providing for their issuance, the moneys in which shall be used to defray the costs of any Project and to pay any Costs of Acquisition and Construction with respect to the facilities so financed and Costs of Issuance. On the occasion of the delivery of any Series of Bonds (other than Bonds issued pursuant to Section 3.4 hereof), the proceeds therefrom shall be paid into the Construction Fund established for such Series as set forth in a Supplemental Ordinance authorizing their issue. Withdrawals from the Construction Fund shall not be made except as provided in the Supplemental Ordinance establishing such Construction Fund.

Section 6.10. Investment of Funds. Moneys held for the credit of the respective Debt Service Funds shall be invested, to the fullest extent practicable and reasonable, in Permitted Investments which shall mature prior to the respective dates when the moneys held for the credit of such fund will be required for the purpose intended. Moneys in the respective Debt Service Reserve Funds established by this Ordinance or a Supplemental Ordinance shall be invested, to the fullest extent practicable, in Permitted Investments. Moneys in any other funds established by this Ordinance shall be invested, to the fullest extent practicable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such funds. Investment instructions shall be given to the Trustee or to the Custodian, as the case may be, by an Authorized County Representative, provided such instructions which are given orally must be subsequently confirmed in writing.

The Trustee or other depository shall, not later than June 15 of each year, value as of the preceding June 1 or the succeeding Business Day thereafter, Permitted Investments in the various funds established by this Ordinance and held by the Trustee or other depository and shall forward such valuation to the County. The value of Permitted Investments (except investment agreements) shall be determined by the Trustee or other depository at the market value thereof, exclusive of accrued interest, provided, however, Permitted Investments in any Debt Service Reserve Fund shall be valued at cost if the maturity thereof is one year or less and shall be valued at market value and marked to market annually if the maturity thereof is longer than one (1) year. The Trustee shall not be accountable or liable for any depreciation in the value of any investments in any funds or for any losses incurred upon the disposition thereof.

The Trustee shall not be required to enter into any investment, forward delivery or similar agreement unless (a) such agreement is in form and content acceptable to the Trustee, and such agreement provides that the liability of the Trustee thereunder is limited to losses arising from the negligence of the Trustee, and (b) the County agrees to pay the Trustee a separate scheduled fee for its services provided under such agreement.

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ARTICLE VII

COVENANTS

Section 7.1. To Pay Principal, Premium and Interest on the Bonds. The County covenants and agrees to punctually pay, or cause to be paid, out of the Pledged Revenues pledged to such payment in Article VI hereof and the Supplemental Ordinance, the principal of, redemption premium, if any, and the interest on each and every Bond issued under the provisions of this Ordinance at the place, on the dates, and in the manner provided herein.

Section 7.2. Joint County Industrial and Business Parks. The County shall promptly perform the duties and obligations imposed and assumed by it in accordance with the terms and provisions of any Park Agreements. The County shall make all reasonable efforts to enforce each of the Park Agreements in accordance with its respective terms and shall not terminate any Park Agreement or materially reduce the properties therein (unless such reduction is by operation of law) unless there shall first be provided to the Trustee a certificate executed by an Authorized County Representative stating: (a) that, after consideration of the reduction in the Pledged Revenues resulting from the termination of a Park Agreement or reduction of properties therein, the amount of Pledged Revenues, for the prior consecutive 12 month period would be not less than 120% of the Maximum Debt Service for any succeeding Fiscal Year of the Bonds then Outstanding hereunder; and (b) the amount of Pledged Revenues remaining after the termination of the Park Agreement or the reduction of properties therein is sufficient to pay Maximum Debt Service for any succeeding Fiscal Year of the Bonds then Outstanding hereunder.

Section 7.3. Records, Accounts and Audits. The County covenants and agrees to keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues. Such records shall be kept in accordance with the standards from time to time prescribed by the Governmental Accounting Standards Board or its successor. The County will cause to be furnished to any Holder of any of the Bonds who makes written request therefor copies of financial statements certified by an Accountant. The Trustee shall not be responsible for obtaining audits of the County.

Section 7.4. Other Obligations and Special Source Credits. Except as otherwise provided in this Ordinance, the County covenants and agrees not to issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds or obligations authorized or permitted hereby secured by a pledge of the Pledged Revenues; provided nothing in this Ordinance shall prevent or prohibit the County from issuing any Other Obligations or granting any Special Source Credits after the enactment of this Ordinance.

ARTICLE VIII

TRUSTEE; RESIGNATION OF TRUSTEE; LIABILITY OF TRUSTEE FOR INVESTMENTS; CUSTODIANS

Section 8.1. Trustee. The Council hereby designates U.S. Bank National Association as Trustee under this Ordinance.

On or prior to the delivery of the Bond of 2010, the Trustee shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Ordinance by executing and delivering to the County a written instrument of acceptance.

The Trustee shall (a) prior to the occurrence of an Event of Default as set forth in Article X hereof, and after the curing of all Events of Default which may have occurred, perform such duties and obligations as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Trustee, and (b) during the existence of any Event of Default of which the Trustee has actual notice (which has not been cured or waived) exercise the rights and powers vested in it by this Ordinance and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provisions of this Ordinance shall be construed to relieve the Trustee from liability for its own negligence or intentionally wrongful action or failure to act.

At all times, (a) the Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; (b) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority (or such lesser percentage as is specifically required or permitted by this Ordinance) in the aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting a proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Ordinance; and (c) in the administration of the trusts of this Ordinance, the Trustee may execute any of the trusts or powers hereof directly or through its agents or attorneys and shall not be responsible for any misconduct or negligence of any such agent or attorneys. The Trustee may consult with counsel at the County's expense and the written opinion of such counsel addressed to the County and the Trustee shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

The Trustee may rely upon the authenticity and truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon any notice, resolution, request, consent order, certificate, report, opinion, note, or other paper or document furnished to it pursuant to any provision of this Ordinance, believed by it to be genuine and to have been signed and presented by the proper party.

The Trustee shall not be required to take notice or be deemed to have notice or actual knowledge of any Event of Default specified in Article X hereof other than a payment default described in subparagraphs A or B of Section 10.1 unless the Trustee shall receive from the County or the Holders of 25% in principal amount of the Bonds then Outstanding written notice stating that an Event of Default hereunder has occurred and specifying the same, and, in the absence of such notice, the Trustee may conclusively assume that there is no such Event of Default.

The Trustee shall be entitled to payment of and reimbursement by the County for reasonable fees and expenses in accordance with its then applicable fee schedule for its services rendered hereunder and all advances and counsel fees reasonably and necessarily made or incurred by the Trustee in connection with such services. The obligations of the County to make the payments described in this Section 8.1 shall survive discharge of this Ordinance, the resignation and removal of the Trustee and payment in full of the Bonds.

The Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conformed to the requirements of this Ordinance.

No provision of this Ordinance or any Supplemental Ordinance shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Any request, direction, order or demand of the County under this Ordinance shall be sufficiently evidenced by a written certificate of a Authorized County Representative (unless other evidence thereof is specifically prescribed) and any resolution of the Council may be sufficiently evidenced by a copy thereof certified by an Authorized County Representative.

Whenever in the administration of this Ordinance or any Supplemental Ordinance the Trustee deems it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence thereof is specifically prescribed) may rely upon a certificate of the Authorized County Representative.

The Trustee is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document; but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Trustee determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the County in person or by its agent or attorney.

The Trustee is not required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Ordinance or any Supplemental Ordinance.

In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of holders of Bonds, each representing less than a majority in aggregate principal amount of the Bonds Outstanding, pursuant to the provisions of this Ordinance or any Supplemental Ordinance, the Trustee, in its sole discretion, may determine what action, if any, shall be taken.

The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance or any Supplemental Ordinance shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Ordinance and any Supplemental Ordinance and final payment of the Bonds.

The permissive right of the Trustee to take the actions permitted by this Ordinance and any Supplemental Ordinance shall not be construed as an obligation or duty to do so.

Except for information provided by the Trustee concerning the Trustee, the Trustee shall have no responsibility for any information in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

The recitals contained in this Ordinance and in the Bonds (other than the certificate of authentication on the Bonds) are statements of the County, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the value, condition or sufficiency of any assets pledged or assigned as security for the Bonds, the right, title or interest of the County therein, the security provided thereby or by this Ordinance, or the tax-exempt status of the Bonds. The Trustee is not accountable for the use or application by the County of any of the Bonds or the proceeds of the Bonds, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Ordinance.

The Trustee, in its commercial banking or in any other capacity, may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholder may be entitled to take with like effect as if it were not Trustee. The Trustee, in its commercial banking or in any other capacity, may also engage in or be interested in any financial or other transaction with the County and may act as depository, trustee or agent for any committee of Bondholders secured hereby or other obligations of the County as freely as if it were not Trustee. The provisions of this Section 8.1 shall extend to affiliates of the Trustee.

The Trustee shall not, in any event, be required to take, defend, or appear in any legal action or proceeding hereunder or to exercise any of the trusts or powers hereof unless it shall first be adequately indemnified to its satisfaction against the costs, expenses, and liabilities which may be incurred thereby. Every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions hereof.

To the extent permitted by law, the County hereby agrees to indemnify, defend and hold

the Trustee harmless from and against any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the office of Trustee under this Ordinance, including the costs of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

Section 8.2. Resignation of Trustee. The Trustee may resign at any time by giving thirty (30) days' written notice to the County and by giving notice to the Holders of the Bonds by publication of such resignation. Such notice shall be published at least once in a financial journal of general circulation published on each business day in each calendar week in the City of New York, New York. No resignation will become effective until a successor Trustee has been appointed and accepts such appointment as provided below. Upon receiving notice of resignation, the County shall promptly appoint such successor Trustee by an instrument in writing executed by order of its Council. In the event a successor Trustee has not been appointed within sixty (60) days of the date notice of resignation is given, the Trustee, at the County's expense, may apply to any court of competent jurisdiction for the appointment of a successor Trustee to act until such time as a successor is appointed as provided in this Section.

Section 8.3. Removal of Trustee. Upon thirty (30) days written notice, the County, at its sole discretion, provided that an Event of Default shall not have occurred and be continuing, may remove the Trustee. The removal of the Trustee under this Section 8.3 shall not be effective until a successor Trustee has been appointed and has accepted the duties of Trustee.

With or without cause, the Holders of a majority in aggregate principal amount of the Bonds at the time outstanding may, upon thirty (30) days written notice to the Trustee and the County, remove the Trustee and appoint a successor Trustee by instrument or instruments in writing signed by such Holders of the Bonds. In the event a successor Trustee has not been appointed within sixty (60) days of the date notice of removal is given, the Trustee, at the County's expense, may apply to any court of competent jurisdiction for the appointment of a successor Trustee to act until such time as a successor is appointed as provided in this Section 8.3.

Section 8.4. Successor Trustee. Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Trustee shall, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms, be (i) a bank, or a wholly owned subsidiary of a bank holding company, having a combined capital, surplus and undivided profits of at least \$50,000,000; or (ii) a trust company having at least \$100,000,000 of trust assets under management and a combined capital, surplus and undivided profits of at least \$50,000,000 and, in each case, being qualified to do, and doing, trust business in the State.

Any successor Trustee appointed as provided in this section, shall execute, acknowledge and deliver to the County and its predecessor Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor of the trust hereunder. Upon the request of any such successor Trustee, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and duties. Upon acceptance of appointment by a successor Trustee, the County shall notify the registered Holder of each Bond then Outstanding by first-class mail, postage prepaid.

The predecessor Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Trustee. The predecessor Trustee shall promptly transfer all funds to the successor Trustee and deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, or any corporation or association succeeding to the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Each, every and all funds and accounts held by the Trustee shall be impressed with a trust for the benefit of the Holders of the Bonds, under the provisions of this Ordinance and of the Act.

Section 8.5. Custodians. The Construction Fund shall at the option of the County be held by a bank, a trust company, a national banking association or a national association as Custodian under this Ordinance or a Supplemental Ordinance.

Section 8.6. Liability of Trustee for Investments. The Trustee and all Custodians shall not be liable for the making of any investment authorized by this Ordinance in the manner provided in this Ordinance or for any loss resulting from any such investment so made, except for its own negligence or willful misconduct. All investments shall be made in accordance with Section 6.12 of this Ordinance.

Section 8.7. Trustee and Custodians Protected in Relying upon Resolutions. The Trustee and all Custodians shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

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ARTICLE IX

AMENDMENTS OR SUPPLEMENTS TO THIS ORDINANCE

Section 9.1. Amendments or Supplements to this Ordinance. The County shall not amend this Ordinance except in accordance with the provisions of this Article.

A. The County may, from time to time and without the consent of any Holder of the Bonds enact an ordinance amendatory hereof or supplemental hereto for the purpose of (a) providing for the issuance of Bonds pursuant to the provisions of Article III hereof, or (b) (i) making any amendments or modifications hereto which may be required to permit this Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (ii) making any modification or amendment to this Ordinance not inconsistent herewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error herein contained; (iii) making any amendments or supplements hereto to grant to or confer upon the Holders additional rights, remedies, power and authority, or to grant to or confer upon any Holders, committee or trustee for the Holders any additional rights, power or authority; or (iv) to add to the security of the Holders of the Bonds.

B. From time to time the Holders of 66-2/3% in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing signed by such Holders and filed with the County and the Trustee, shall have power to assent to and authorize any modification or amendment to the provisions of this Ordinance that may be proposed by the County or of the rights and obligations of the County and of the Holders of Bonds issued hereunder. Any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of at least 66-2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds issued hereunder; and any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66 2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds Outstanding and upon the County as fully as though such action were specifically and expressly authorized by the terms of this Ordinance; provided always that without the consent of the Holder of each Bond affected thereby, no such modification shall be made which will (a) extend the time of payment of principal of or the interest on any Bond, or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof, or (b) give to any Bond or Bonds any preference over any other Bond or Bonds, or (c) authorize the creation of any pledge prior to or, except as provided herein for the issuance of Series of Bonds, on a parity with the pledge afforded by this Ordinance, or (d) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to this Ordinance. For the purpose of computations required by this paragraph, Bonds directly or indirectly owned or controlled by the County shall be disregarded.

Any modification or amendment or supplement to the provisions of this Ordinance or of any Supplemental Ordinance supplemental hereto shall be set forth in an ordinance to be enacted by the County.

No amendment or supplement which adversely affects the Trustee's rights, duties, obligations or responsibilities may be effected without the consent of the Trustee.

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ARTICLE X

EVENTS OF DEFAULT

Section 10.1. Events of Default. With respect to the Bonds, the following shall constitute "Events of Default":

A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, or upon mandatory sinking fund redemption, or by declaration as provided in Section 11.1 hereof, or otherwise, is not made by the County as the same becomes due and payable; or

B. If payment of any installment of interest on any Bond is not made by the County as the same becomes due and payable; or

C. If the County shall fail or refuse to comply with the essential provisions of the Act, or shall fail in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance or in any Supplemental Ordinance on the part of the County to be performed, and such failure continues for sixty (60) days after written notice specifying such failure and requiring the same to be remedied has been given to the County by the Trustee, or the Holders of not less than 20% in principal amount of the Bonds then Outstanding or any trustee or committee therefor; or

D. If any proceedings are instituted, with the consent or acquiescence of the County, for the purpose of effecting a composition between the County and its creditors and if the claim of such creditors is in any circumstance payable from any of the Pledged Revenues or any other moneys pledged and charged in this Ordinance or any Supplemental Ordinance for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any federal or State statute now or hereafter enacted; or

E. If the County is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

Subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 hereof, insofar as the remedies provided in said provisions are concerned, nothing in Section 11.3 hereof or in this Article, and particularly nothing in subparagraph C of this Section 10.1, shall prohibit or limit, or be construed as prohibiting or limiting any Holder of a Bond from enforcing the duties of the County, or any of the officers thereof, under any provisions of this Ordinance (including, without limiting the generality of the foregoing, the duties imposed by or referred to in Section 11.3 hereof) by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the County or any of the officers thereof to perform any such duty may not then constitute an "Event of Default" as defined in this Article.

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ARTICLE XI

REMEDIES UPON EVENT OF DEFAULT

Section 11.1. Declaration of Principal and Interest as Due. Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds, may proceed, and upon the written request of the Holders of not less than 25% in principal amount of the Bonds then Outstanding, shall proceed to declare the principal of all Bonds then Outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, subject to the limitations contained in Section 6.3 hereof. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Bonds then Outstanding, by notice in writing delivered to the Trustee and the County, may waive such Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

Section 11.2. Suits at Law or in Equity and Mandamus. In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions, limitations and conditions of Section 11.1 hereof so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or Trustee therefor, may, for the equal benefit and protection of all Holders of the Bonds similarly situated,

- (a) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the County and require and compel the County to perform and carry out its duties and obligations under the Act and this Ordinance, and to perform and carry out its covenants and agreements with the Bondholders;
- (b) by action or suit in equity require the County to account as if such County were the trustee of an express trust;
- (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; or
- (d) bring suit upon the Bonds.

Section 11.3. Remedies Not Exclusive; Effect of Waiver of Default; Effect of Abandonment of Proceedings or Adverse Determination. The Holders from time to time of the Bonds shall be entitled to all the remedies and benefits of this Ordinance as are and as shall be provided by law, and, subject to the provisions of Section 11.1 hereof, nothing herein shall be construed to limit the rights or remedies of any such Holders under any applicable statute that may now exist or be enacted thereafter. No remedy conferred by the Act and this Article upon any Holder of any Bond is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Act and this Article or by any other law now or hereafter existing. Every substantive right and remedy conferred upon the Holders of the Bonds may be enforced and exercised from time to time and as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by any Holder of any Bond shall extend to or affect any subsequent default or breach of duty or contract, or shall impair any rights or remedies thereon. No delay or omission of any Holder of a Bond to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to Holders of the Bonds then and in every such case, the County and such Holders shall be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

Section 11.4. Restrictions on Bondholder's Action.

A. No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Ordinance or the execution of any trust under this Ordinance or for any remedy under this Ordinance unless such Holder shall have previously given to the Trustee written notice of the happening of an Event of Default and the Holders of at least 25% in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee and shall have offered the Trustee reasonable opportunity, either to exercise the powers granted in this Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders shall have offered to the Trustee adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of sixty (60) days after receipt by it of such notice, request an offer of indemnity. No one or more Holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Ordinance, or to enforce any right under this Ordinance, except in the manner therein provided. All proceedings at law or in equity to enforce any provision of this Ordinance shall be instituted, had and maintained in the manner provided in this Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

B. Nothing in this Ordinance or in the Bonds contained shall affect or impair the obligation of the County, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and redemption premium, if any) and interest on the Bonds to the respective Holders thereof, subject to the limitations contained in Section 6.3 hereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

Section 11.5. Application of Revenues and Other Moneys After Default. During the continuance of an Event of Default, all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the Trustee with respect thereto, be deposited in the respective Debt Service Funds, and all amounts held by the Trustee hereunder shall be applied as follows (provided if more than one Debt Service Fund has been established, such amounts shall be paid ratably):

A. Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which shall have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

B. If the principal amounts of all Outstanding Bonds shall have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amounts and interest, to the persons entitled thereto without any discrimination or preference.

C. If the principal amounts of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article XI, then, subject to the provisions of this Section 11.6 in the event that the principal amounts of all Outstanding Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (A) of this Section 11.6.

D. Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Bond payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

E. Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining shall be paid to the person entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the County or as a court of competent jurisdiction may direct.

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ARTICLE XII

DEFEASANCE

Section 12.1. Defeasance. The obligations of the County under this Ordinance and the liens, pledges, charges, trusts, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any Bond; and, unless or except as otherwise provided in the Supplemental Ordinance providing for the issuance of any Series of Bonds, such Bond or Series of Bonds shall no longer be deemed to be Outstanding hereunder, when:

A. Such Bond or Series of Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent, and is canceled or subject to cancellation by the County or Paying Agent; or

B. Payment of the principal of, redemption premium, if any, and interest on such Bond or Series of Bonds, either (a) shall have been made or caused to be made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee, Paying Agent and the Registrar, or a combination thereof. At such time as a Bond or Series of Bonds shall no longer be deemed to be Outstanding hereunder, as aforesaid, such Bond or Series of Bonds shall cease to draw interest from the maturity date or redemption date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the County also be invested and reinvested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of such Trustee which is not required for the payment of the Bonds or Series of Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be treated as Pledged Revenues.

Notwithstanding any provision hereof which may be contrary to the provisions of this Article, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds or Series of Bonds shall be applied to and used solely for the payment of the particular Bonds or Series of Bonds with respect to which such moneys and Government Obligations have been so set aside in trust.

Any provision hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of the Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Bondholder of each Bond or Series of Bonds affected thereby.

If moneys or Government Obligations have been deposited with the Trustee pursuant to this Section 12.1 for payment of less than all Bonds of a Series and maturity, the Bonds of such

Series and maturity to be so paid from such deposit shall be selected by the Trustee by lot by such method as shall provide for the selection of portions (in authorized denominations) of the principal of Bonds of such Series and maturity of a denomination larger than the smallest authorized denomination. Such selection shall be made within seven (7) days after the moneys or Government Obligations have been deposited with the Trustee. This selection process shall be in lieu of the selection process otherwise provided with respect to redemption of Bonds in Article V. After such selection is made, Bonds that are to be paid from such deposit (including Bonds issued in exchange for such Bonds pursuant to the transfer or exchange provisions of this Ordinance) shall be identified by a separate CUSIP number or other designation satisfactory to the Trustee. The Trustee shall notify Bondholders whose Bonds (or portions thereof) have been selected for payment from the moneys or Government Obligations on deposit and shall direct such Bondholders to surrender their Bonds to the Trustee in exchange for Bonds with the appropriate designation. The selection of Bonds for payment from such deposit pursuant to this paragraph shall be conclusive and binding upon the County and the Bondholders.

The County shall give to the Trustee in form satisfactory to it irrevocable instructions to give notice of the deposit of moneys or Government Obligations, the selection of Bonds to be redeemed including CUSIP numbers and the anticipated date of redemption. The Trustee shall promptly give such notice to the Bondholders including the information required under Section 5.3.

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ARTICLE XIII

MISCELLANEOUS

Section 13.1. Benefits of Ordinance Limited to the County, the Trustee and Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County, the Trustee and the Holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Trustee and the Holders from time to time of the Bonds as herein and therein provided.

Section 13.2. Ordinance Binding Upon Successors or Assigns of the County. All the terms, provisions, conditions, covenants, warranties and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the Trustee, its successors or substitutes in trust and assigns, and the Holders of the Bonds.

Section 13.3. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained in this Ordinance or the Bonds, against any member of the County, any officer or employee, as such, in his or her individual capacity, past, present or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise. It is expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the Trustee or the Bondholder or to be implied therefrom as being supplemental hereto or thereto. All personal liability of that character against every such member, officer and employee is, by the adoption of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the adoption of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers and employees of the County under the provisions contained in this Section 13.3 shall survive the termination of this Ordinance.

Section 13.4. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday or bank holiday in the State, such action shall be taken on the first Business Day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday or bank holiday, in the State, such time shall continue to run until midnight on the succeeding Business Day. Interest on such principal amount shall cease to accrue on the date on which such payment was due if such payment is made on the immediately succeeding Business Day.

Section 13.5. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or the Trustee or any

Paying Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the Holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 13.6. Law and Place of Enforcement of this Ordinance. This Ordinance shall be construed and interpreted in accordance with the laws of the State and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State.

Section 13.7. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section 13.8. Amendment to Multi-County Park Ordinances; Distribution of Highpointe/PointeWest Park Fee Payments; Repeal of Inconsistent Ordinances and Resolutions. The Multi-County Park Ordinances, other than Ordinance No. 2010-07 of the County which authorizes the establishment of the Highpointe/PointeWest Park, are hereby amended to provide that fifteen percent (15%) of the Fee Payments paid by or on behalf of the owners or lessees of property located within both the geographical boundaries of the County and in the respective Joint County Industrial and Business Parks authorized to be established by such Multi-County Park Ordinances, calculated prior to the payment of any Other Obligations and Special Source Credits and after payment of the Multi-County Fee to one or more Partner Counties under the terms of the respective Park Agreements, shall be retained by the County, deposited into the Revenue Fund established herein and be made available for use by the County in accordance with Article VI hereof, including payment of Debt Service on Bonds or Junior Bonds. The County hereby directs that one hundred percent (100%) of the Fee Payments paid by or on behalf of the owners or lessees of property located within both the geographical boundaries of the County and in the Highpointe/PointeWest Park, calculated after payment of the Multi-County Fee to the Partner County due thereunder, shall be retained by the County, deposited into the Revenue Fund established herein and be made available for use by the County in accordance with Article VI hereof, including payment of Debt Service on Bonds or Junior Bonds. All remaining provisions of the Multi-County Park Ordinances shall remain unchanged. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 13.9. Effectiveness of this Ordinance. This Ordinance shall become effective upon its enactment; provided, however, that it shall not be necessary for the County to establish the funds and accounts created in Article VI hereof prior to the issuance of any Bonds.

Section 13.10. Notices. All notices, certificates, or other communications hereunder or under this Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the County:

Oconee County, South Carolina
415 S. Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

If to the Trustee:

U.S. Bank National Association
1426 Main Street, 17th Floor (SC8358)
Columbia, SC 29201

The County and the Trustee may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.11. Codification. This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law and the name shall be indexed under the general heading "General Bond Ordinance - Oconee County, South Carolina, Special Source Revenue Bonds".

[Signature page follows]

Enacted by the County Council of Oconee County, South Carolina, this ____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: February 16, 2010
Date of Second Reading: April 13, 2010
Date of Public Hearing: April 20, 2010
Date of Third Reading: May 4, 2010

[Signature Page]

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NO. 2010-06**

FIRST SUPPLEMENTAL ORDINANCE

A FIRST SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A \$3,500,000 SPECIAL SOURCE REVENUE BOND, SERIES 2010, OF OCONEE COUNTY, SOUTH CAROLINA; PRESCRIBING THE FORM AND DETAILS OF SUCH BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2010

BE IT ORDAINED, BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions. The terms in this Section 1 and all words and terms defined in General Bond Ordinance No. 2010-05 enacted by Council on _____, 2010 (the "General Bond Ordinance"), shall for all purposes of this First Supplemental Ordinance No. 2010-06 have the respective meanings given to them in the General Bond Ordinance and in Section 1 hereof. The following terms as used in this First Supplemental Ordinance shall, unless the context requires otherwise, have the following meanings:

"2010 Projects" shall mean the Costs of Acquisition and Construction of one or more of the projects identified in Exhibit A attached hereto and incorporated herein by reference.

"Bond of 2010" shall mean the Oconee County, South Carolina, Special Source Revenue Bond in the aggregate principal amount of \$3,500,000 authorized to be issued hereunder.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Construction Fund of 2010" shall mean the fund of that name established pursuant to Section 7 herein.

"Custodian" shall mean the either the County Treasurer or the bank selected by the County as custodian of the Construction Funds of 2010.

"Debt Service Fund of 2010" shall mean the fund of that name established pursuant to Section 5 herein.

"First Supplemental Ordinance" shall mean this First Supplemental Ordinance No. 2010-06.

"Interest Payment Date" shall mean April 1 of each year, commencing April 1, 2011.

"Paying Agent" shall mean U.S. Bank National Association, as Paying Agent for the Bond of 2010.

"Principal Payment Date" shall mean April 1 of each year, commencing April 1, 2012 and ending April 1, 2025.

"Purchaser" shall mean Branch Banking and Trust Company.

"Registrar" shall mean U.S. Bank National Association, as Registrar for the Bond of 2010.

Section 2. Certain Findings and Determinations. The Council hereby finds and determines:

(a) This First Supplemental Ordinance supplements the General Bond Ordinance, constitutes and is a "Supplemental Ordinance" within the meaning of such quoted term as defined and used in the General Bond Ordinance, and is enacted under and pursuant to the General Bond Ordinance.

(b) The Bond of 2010 constitutes and is a "Bond" as defined and used in the General Bond Ordinance.

(c) The Pledged Revenues pledged under the General Bond Ordinance and this First Supplemental Ordinance are not encumbered by any pledge thereof, other than the pledge thereof created by the General Bond Ordinance and this First Supplemental Ordinance for payment and security of the Bond of 2010.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) The Bond of 2010 is being issued for the purposes of paying a portion of the Costs of Acquisition and Construction of the 2010 Projects and Costs of Issuance of the Bond of 2010. The estimated Costs of Acquisition and Construction of the 2010 Projects and Costs of Issuance of the Bond of 2010 are not less than \$3,500,000 to be financed in part with the proceeds of the Bond of 2010.

(f) The Purchaser has offered to purchase the Bond of 2010 at a rate of interest of ___% per annum. A copy of the Purchaser's proposal is attached hereto as Exhibit B.

(g) The proceeds of the Bond of 2010 shall be used to: (1) defray the Costs of Acquisition and Construction of the 2010 Projects; and (2) pay Costs of Issuance of the Bond of 2010.

(h) It is necessary and in the best interest of the County to issue the Bond of 2010 in the aggregate principal amount of \$3,500,000 in accordance with the Act, the General Bond Ordinance and this First Supplemental Ordinance for the purposes set forth above.

Section 3. Authorization and Details of Bond of 2010; Delegation of Authority to Determine Certain Matters Relating to the Bond of 2010.

(a) There is hereby authorized to be issued a special source revenue bond designated "Oconee County, South Carolina, Special Source Revenue Bond, Series 2010", in the principal amount of \$3,500,000. The proceeds of the Bond of 2010 shall be used for the purposes set forth in Section 2(g) above.

(b) The offer of the Purchaser to purchase the Bond of 2010 at a price of par and an interest rate of ___% per annum is hereby accepted. The County Administrator is hereby authorized and directed to accept the offer of the Purchaser and deliver such acceptance to the Purchaser. In the event of a conflict in the terms and provisions of such offer and this First Supplemental Ordinance, the terms and provisions of this First Supplemental Ordinance shall prevail.

(c) The Bond of 2010 shall be represented by a single, fully registered bond; shall be registered in the name of the Purchaser; shall be dated the date of delivery; and shall be in the principal amount of \$3,500,000. Interest on the unpaid principal amount of the Bond of 2010 shall be payable on April 1 of each year commencing April 1, 2011 until its maturity or prior redemption. The Bond of 2010 shall be payable annually in principal installments on April 1 of each year, commencing April 1, 2012, in the years and in the principal amounts as set forth in the table below. Interest on the Bond of 2010 shall be calculated on the basis of a 360-day year comprising twelve 30-day months.

The Bond of 2010 will be payable on April 1 in each of the years and in the principal amounts as follows:

Year	Principal Amount	Year	Principal Amount
2012	\$180,000	2019	\$250,000
2013	190,000	2020	265,000
2014	195,000	2021	280,000
2015	205,000	2022	290,000
2016	215,000	2023	305,000
2017	230,000	2024	320,000
2018	240,000	2025	335,000

The Chairman or Vice-Chairman of County Council and the County Administrator are authorized adjust the principal payment schedule set forth above, provided the Bond of 2010 shall not be issued in an aggregate principal amount which exceeds \$3,500,000, and its final maturity shall not extend beyond April 1, 2025.

The Bond of 2010, and the interest thereon, is a special obligation of the County payable solely from, and secured by a pledge of the Pledged Revenues. The Bond of 2010, and the interest thereon are, (a) payable solely from all or a specifically described portion of the Pledged Revenues retained by the County; (b) not secured by, or in any way entitled to, a pledge of the full faith, credit, or taxing power of the County; (c) not an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation but is payable solely from a special source that does not include revenues from any tax or license; and (d) not a pecuniary liability of the County or a charge against the County's general credit or taxing power.

(d) The Chairman or Vice-Chairman of the Council and the County Administrator are empowered to include any additional provisions in the Bond of 2010 as requested by the Purchaser in accordance with its proposal to purchase the Bond of 2010.

(e) The Council hereby authorizes and directs the Chairman or Vice-Chairman of the Council to execute the Bond of 2010 in the name of the County, and authorizes and directs the Clerk to the Council to attest the manual signature of the Chairman or Vice-Chairman of the Council under the seal of the County impressed, imprinted or reproduced thereon.

(f) The Bond of 2010 shall originally be dated its date of initial issuance and shall be issued as a fully registered Bond in substantially the form set forth as Exhibit C hereto.

Section 4. Optional Redemption of Bond of 2010. Unless otherwise agreed to by the Chairman of County Council, the principal amounts of the Bond of 2010 maturing on or before April 1, 2018, are not subject to redemption prior to their maturity. The principal amounts of the Bond of 2010 maturing on or after April 1, 2019, shall be subject to prepayment or redemption at the option of the County on and after April 1, 2018, as a whole at any time or in part from time to time in inverse order of maturities at the principal amount thereof and interest accrued on such principal amount to be redeemed to the date fixed for redemption, without payment of any premium or penalty. In the event the Bond of 2010 is called for redemption, the County shall give notice of redemption of the Bond of 2010 by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry of the County not less than ten (10) days prior to the date fixed for the redemption thereof.

Section 5. Establishment of Debt Service Fund of 2010. In accordance with Section 6.6 of the General Bond Ordinance, the Debt Service Fund of 2010 is hereby directed to be established with the Trustee for the Bond of 2010 on the date of original delivery of the Bond of 2010 for the benefit of the Purchaser of the Bond of 2010. In addition, there is hereby directed to be established within the Debt Service Fund of 2010 an Interest Account and a Principal Account for the payment of interest and principal, respectively, on the Bond of 2010 as the same become due and payable. The payments from the Pledged Revenues authorized herein shall be made at the times set forth in Section 6.6 of the General Bond Ordinance.

Section 6. Payment of the Bond of 2010. The Bond of 2010 is secured by a pledge of the Pledged Revenues referred to and subject to the limitations set forth in Section 6.3 of the General Bond Ordinance, and shall be subject to no prior liens or encumbrances other than as provided under the General Bond Ordinance and this First Supplemental Ordinance.

Section 7. Construction Fund of 2010. There is hereby created and established the Construction Fund of 2010 which fund shall be held by the Custodian. Payments from the Construction Fund of 2010 shall be made by the Custodian only upon receipt of requisition in substantially the form attached hereto as Exhibit D, signed by an Authorized County Representative, stating, with respect to each payment for 2010 Projects:

- (a) The amount to be paid;
- (b) The nature and purpose of the obligation for which such payment is requested;
- (c) The person, firm or corporation to whom such obligation is owed or to whom a reimbursable advance has been made;
- (d) That such obligation is a proper payment under the Bond of 2010 and has not been the basis of any previous advance;
- (e) That the County has not received notice of any mechanic's, materialmen's or other liens or right to liens or other obligations (other than those being contested in good faith) which should be satisfied or discharged before payment of such obligation is made; and

Upon written direction to the Custodian by an Authorized County Representative, moneys in the Construction Fund of 2010 may also be expended for Costs of Issuance.

In making any such payment from the Construction Fund of 2010, the Custodian may rely on such directions, requisitions and certifications delivered to it pursuant to this Section 7 and the Custodian shall not have any liability with respect to making such payments in accordance with such directions, requisitions and certifications for any liability with respect to the proper application thereof by the County.

Section 8. Disposition of Proceeds of Bond of 2010. The proceeds derived from the sale of the Bond of 2010 shall be deposited with the Custodian for deposit in the Construction Fund of 2010 and used to pay the Costs of Acquisition and Construction of the 2010 Projects and to pay Costs of Issuance.

Section 9. Federal Tax Covenants. The County hereby covenants and agrees with the Purchaser that it will not take any action which will, or fail to take any action which failure will, cause interest such Bond to become includable in the gross income of the Purchaser for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of such Bond. The County further covenants and agrees with the Purchaser that no use of the proceeds of the Bond of 2010 shall be made which, if such use had been reasonably expected on the date of issue of such Bond would have caused such Bond to be "arbitrage bonds," as defined in the Code; and to that end the County shall:

- (a) Comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as such Bond is Outstanding;

(b) Establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) Make such reports of such information at the times and places required by the Code.

Section 10. Bank Qualified. The County covenants that, in accordance with the provisions of the Code, the Bond of 2010 is designated as a "qualified tax-exempt obligation" as defined in Section 265 of the Code. The County and all subordinate entities thereof do not anticipate issuing more than \$30,000,000 (exclusive of tax-exempt bonds or other obligations which are not included in the \$30,000,000 limitation under the applicable provisions of Section 265 of the Code) in tax-exempt bonds or other tax-exempt obligations in calendar year 2010 (other than private activity bonds which are "qualified 501(c)(3) bonds" as defined in the Code). The County represents that the sum of all tax-exempt obligations (other than tax-exempt bonds or other obligations not included in the \$30,000,000 limitation under the applicable provisions of Section 265 of the Code and private activity bonds) issued by the County and all subordinate entities thereof during calendar year 2010 is not reasonably expected to exceed \$30,000,000.

Section 11. Filings with Central Repository. In compliance with Section 11-1-85 of the South Carolina Code, the County covenants, so long as and to the extent required pursuant to Section 11-1-85, that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) event-specific information within thirty (30) days of the County's receipt of the audit affecting more than five percent (5%) of the Pledged Revenues, or the County's tax base.

The only remedy for failure by the County to comply with the covenant of this paragraph shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under the Ordinance or this First Supplemental Ordinance. The County specifically reserves the right to amend or delete this covenant to reflect any change in Section 11-1-85 without the consent of any Bondholder.

Section 12. Further Actions. The Chairman of the Council, Vice-Chairman of the Council, County Administrator, Assistant County Administrator for Administrative and Finance, Clerk to Council, County Attorney, and all other officers and employees of the County are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance of the Bond of 2010 and to carry out the intentions of this First Supplemental Ordinance.

Section 13. Designation of Custodian. The Chairman or Vice-Chairman of Council and the County Administrator are hereby authorized to designate the Custodian of the Construction Fund of 2010. The Custodian shall signify its acceptance of its duties upon delivery of the Bond of 2010.

Section 14. Section Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this First Supplemental Ordinance.

Section 15. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this First Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 16. Effective Date. This First Supplemental Ordinance shall become effective upon its enactment.

[Execution follows on next page]

Enacted by the County Council of Oconee County, South Carolina, this ____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: February 16, 2010
Date of Second Reading: April 13, 2010
Date of Public Hearing: April 20, 2010
Date of Third Reading: May 4, 2010

[Execution Page]

EXHIBIT A

2010 PROJECTS

The following projects or activities undertaken in the Highpointe/PointeWest Park:

Land acquisition

Construction - Site Preparation

Environmental Engineering/VCC Remaining
Environmental Remediation
Strip and Spread Topsoil
Excavate, Place and Compact Material
Fine Grade Mass Graded Area
Grassing Mass Graded Area

Infrastructure

Remaining Demolition
Staking for Grading and Storm Drainage
Clearing and Grubbing
Rough Grading
Fine Grading for Roads and Curbs
Temporary Sediment Traps
Storm Drainage Design and Construction
Sediment Ponds
Erosion Control Allowance
Paving Design and Construction
Roll Curbs Including Staking
4' Sidewalks (one side)

Professional Services

Architects/Design Consultants

EXHIBIT B

PROPOSAL OF PURCHASER

EXHIBIT C

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
OCONEE COUNTY
SPECIAL SOURCE REVENUE BOND
SERIES 2010

Amount
\$ _____ .00

Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to Branch Banking and Trust Company (the "Holder") or its registered assigns, but solely from the special source hereinafter mentioned, and not otherwise, a principal amount of \$ _____, together with interest on the principal amount hereof from time to time unpaid at the rate of ___ % per annum (calculated on the basis of a 360-day year of twelve 30-day months), but solely from such special source and not otherwise, until this Bond matures. Interest on this Bond is payable on April 1 of each year commencing April 1, 2011 until its maturity or prior redemption, and shall be payable to the Holder by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by U.S. Bank National Association, as registrar (the "Registrar") in Columbia, South Carolina.

This Bond, and the interest hereon is, (a) payable solely from all or a specifically described portion of the Pledged Revenues (as defined in the General Bond Ordinance described below) retained by the County; (b) not secured by, or in any way entitled to, a pledge of the full faith, credit, or taxing power of the County; (c) not an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation but is payable solely from a special source that does not include revenues from any tax or license; and (d) not a pecuniary liability of the County or a charge against the County's general credit or taxing power.

This Bond is payable as to principal on April 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2012	\$180,000	2019	\$250,000
2013	190,000	2020	265,000
2014	195,000	2021	280,000
2015	205,000	2022	290,000
2016	215,000	2023	305,000
2017	230,000	2024	320,000
2018	240,000	2025	335,000

The principal amounts of this Bond maturing on or before April 1, 2018, are not subject to redemption prior to their maturity. The principal amounts of this Bond maturing on or after April 1,

2019, shall be subject to prepayment or redemption at the option of the County on and after April 1, 2018, as a whole at any time or in part from time to time in inverse order of maturities at the principal amount thereof and interest accrued on such principal amount to be redeemed to the date fixed for redemption, without payment of any premium or penalty. In the event this Bond is called for redemption, the County shall give notice of redemption by first-class mail, postage prepaid, to the registered owner thereof as shown on the books of registry of the County not less than ten (10) days prior to the date fixed for the redemption thereof.

Both the principal of and interest on this Bond are payable at the principal office of the Holder in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

This Bond is issued by the County for the purposes of defraying the Costs of Acquisition and Construction of the 2010 Projects and Costs of Issuance (as such terms are defined in the Ordinances hereafter mentioned). This Bond is authorized to be issued and is issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Section 4-1-175 and Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "Act"). This Bond is also authorized to be issued and is issued under and pursuant to General Bond Ordinance No. 2010-05 of the County Council of Oconee County duly enacted on _____, 2010 (the "General Bond Ordinance"), and First Supplemental Ordinance No. 2010-06 of the County Council of Oconee County duly enacted on _____, 2010 (the "First Supplemental Ordinance" and, together with the General Bond Ordinance, the "Ordinances"), under the Act, which Ordinances have been duly codified and indexed as prescribed by law.

This Bond, including interest thereon, is payable solely from a portion of the Pledged Revenues and is secured equally and ratably by a pledge of the Pledged Revenues and certain funds and accounts established under the Ordinances with respect thereto heretofore mentioned which are pledged to the payment thereof, and the County is under no obligation to pay the same except from such sources. Bonds on a parity with this Bond may hereafter be issued under terms and conditions set forth in the General Bond Ordinance. Such Bonds shall be equally and ratably secured with the pledge of the Pledged Revenues.

The Ordinances contain provisions defining terms; set forth the sources of payment for the principal of and interest on this Bond; set forth the Pledged Revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the General Bond Ordinance; set forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; set forth the terms and conditions upon which this Bond is issued and upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the County thereunder; and set forth the terms and conditions upon which the pledge made in the General Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the County made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the General Bond Ordinance. Reference is hereby made to the Ordinances to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Bond to be executed in its name by the manual signature of the Chairman/Vice-Chairman of the County Council and attested by the Clerk to the County Council under the seal of the County, this Bond to be dated the _____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman/Vice-Chairman, County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Oconee County, South Carolina

REGISTRATION

This Bond is one of the Bonds described in the within-mentioned Ordinances of Oconee County, South Carolina.

U.S. BANK NATIONAL ASSOCIATION,
as Registrar

Dated: _____

By: _____
Authorized Officer

EXHIBIT D
FORM OF REQUISITION

NO. _____

TO:

THIS IS TO CERTIFY:

With regard to the First Supplemental Ordinance No. 2010-06 enacted on _____, 2010, authorizing the issuance of the County's \$3,500,000 Special Source Revenue Bond, Series 2010, the following information is submitted with respect to the costs of the 2010 Projects (as defined in the First Supplemental Ordinance) or costs of issuance:

- A. Payment should be made by a deposit to C/A# _____ or a check issued to the person, firm or corporation on the attached schedule.
 - 1. The amount to be paid: \$ _____.
 - 2. The nature and purpose of the obligation for which payment is requested is set forth on the attached schedule, and a bill or statement of account for such obligation is also attached hereto.
 - 3. The person, firm or corporation to whom such obligation is owed or to whom a reimbursable advance has been made is also set forth on the attached schedule.
 - 4. This obligation has been properly incurred and is a proper charge against the Construction Fund of 2010 and has not been the basis of any previous withdrawal.
 - 5. The County has not received notice of any mechanic's, materialmen's or other liens or right to liens or other obligations (other than those being contested in good faith) which should be satisfied or discharged before payment of such obligation is made.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Authorized County Representative

_____, 20____

STATE OF SOUTH CAROLINA
OCONEE COUNTY

ORDINANCE NO. 2010-07

AN ORDINANCE TO DEVELOP A JOINT COUNTY BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SOUTH CAROLINA ("PICKENS COUNTY"), SUCH BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY, SOUTH CAROLINA ("OCONEE COUNTY") AND ESTABLISHED PURSUANT TO ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION, AND SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE PAYMENT OF EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES-IN-LIEU OF *AD VALOREM* TAXES TO OCONEE COUNTY, PICKENS COUNTY AND RELEVANT TAXING ENTITIES; TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESSES LOCATING IN SAID PARK; TO PERMIT A USER FEE-IN-LIEU OF *AD VALOREM* TAXATION WITHIN SAID PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina ("Oconee County") and Pickens County, South Carolina ("Pickens County," and Oconee County and Pickens County jointly, the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop business parks within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Oconee County proposes to enter into an agreement with Pickens County to develop jointly a business park wholly within Oconee County, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act").

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

Section 1: Oconee County is hereby authorized to execute and deliver a written agreement to jointly develop a business park (the "Park") with Pickens County. The Park is to be located within the boundaries of Oconee County. The form of the Agreement for Development of Joint County Business Park (the "Agreement") presented to the County Council of Oconee County ("Oconee County Council") and filed with the minutes of the meeting of the Oconee County Council and all terms of the Agreement are hereby incorporated herein. The form, terms and provisions of the Agreement presented to this meeting and filed with the Clerk to Oconee County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its

entirety. The Chairman of the Oconee County Council, and the Administrator of Oconee County be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Oconee County. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before this meeting.

Section 2. The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

Section 3. A fee-in-lieu of *ad valorem* taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended, shall be paid by or on behalf of the owners of any property located in the Park. The fee paid in-lieu of *ad valorem* taxes shall be paid to the Oconee County Treasurer. Within 15 business days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Oconee County Treasurer shall pay a portion of the user fees to the Pickens County Treasurer pursuant to the terms of the Agreement. Payments of fees-in-lieu of *ad valorem* taxes shall be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for Oconee County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 4. The administration, development, promotion, and operation of the Park shall be the responsibility of Oconee County, provided, that to the extent any Park premises is owned by a private party, the private party shall be responsible for development expenses as contained in the Agreement.

Section 5. In order to avoid any conflict of laws or ordinances between the Counties, Oconee County ordinances will be the reference for such regulations or laws in connection with the Park. Nothing herein shall be taken to supersede any state or federal law or regulation.

Section 6. The public safety officials which serve the Park shall be those which would otherwise normally provide such services in the geographic area within which the Park is located.

Section 7. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 8. The Agreement may not be terminated except by concurrent ordinances of Oconee County Council and the County Council of Pickens County, in accordance with the terms of the Agreement.

Section 9. Oconee County hereby designates that the distribution of the fee-in-lieu of *ad valorem* taxes pursuant to the Agreement received and retained by Oconee County for Park premises, including payment of the partner county fee (1% to Pickens County), shall be as directed

by the Agreement, provided that Oconee County may, from time to time, by ordinance, amend the distribution of the fee-in-lieu of tax payments to all taxing entities. All or a portion of the fee-in-lieu of taxes which Oconee County receives and retains pursuant to the Agreement or pursuant to an ordinance that provides for the distribution thereof may be, from time to time and by ordinance of Oconee County Council or its successor, designated for the payment of special source revenue bonds under Section 4-29-68, Code of Laws of South Carolina 1976, as amended.

Section 10. This Ordinance shall be effective after third and final reading and approval by Oconee County Council

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WITNESS our hands and seals this ____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

BY: _____
Chairman, County Council,
Oconee County, South Carolina

BY: _____
Administrator
Oconee County, South Carolina

ATTEST:

BY: _____
Clerk to County Council
Oconee County, South Carolina

First Reading: February 16, 2010
Second Reading: April 13, 2010
Public Hearing: April 20, 2010
Third Reading: May 4, 2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)
)
COUNTY OF PICKENS)

AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY BUSINESS PARK

THIS AGREEMENT (the "Agreement") for the development of a joint county business park to be located in Oconee County, South Carolina, dated as of _____, 2010 is made and entered into by and between Oconee County, South Carolina ("Oconee County") and Pickens County, South Carolina ("Pickens County") (Oconee County and Pickens County jointly, the "Counties"), both political subdivisions of the State of South Carolina.

RECITALS

WHEREAS, the Counties have determined that, in order to promote economic development and thus provide additional employment opportunities within the Counties, and to increase the tax base of Oconee County, there should be established in Oconee County a Joint County Business Park (the "Park"), which Park shall be in addition to all previous Joint County Business Parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina provides that counties may jointly develop a business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county business park may be created.

3. **Location of the Park.**

(A) The Park consists of property located in Oconee County, as is hereinafter more specifically described in Exhibit A attached hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties. Notwithstanding the foregoing, or anything contained in this Agreement or Exhibit A to the contrary, any portion of the real property taxed on an assessment equal to four percent (4%) of the fair market value of such property pursuant to Section 12-43-220(c), Code of Laws of South Carolina, 1976, as amended, shall not be included within or comprise any part of the Park during the fiscal years in which such property meets the qualifications of Section 12-43-220(c).

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of the County Council of Oconee County ("Oconee County Council") and the County Council of Pickens County ("Pickens County Council") pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Oconee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County at least once and not less than fifteen (15) days prior to such hearing. Subsequent to the public hearing in Oconee County, a public hearing shall also be held in Pickens County, with Notice of such public hearing being published in a newspaper of general circulation in Pickens County at least once and not less than fifteen (15) days prior to such hearing.

(D) Notwithstanding anything in this Agreement to the contrary, to the extent there is at any time made a finally adjudicated finding or determination by a court of competent jurisdiction that inclusion of a type or class of property within the Park is violative of Section 4-1-170, the Constitution of the State of South Carolina or any other law of the State of South Carolina, then, without further action or amendment of this Agreement by the parties hereto, any property of such type or class previously included within the Park shall be deemed to have been immediately removed from the Park as of the date of such final adjudication, and all property of such type or class shall be excluded from the Park thereafter. To the extent that the foregoing provisions of this Subsection (D) do not cure said violation as found or determined by a court of competent jurisdiction with respect to a type or class of property included within or comprising a part of the Park, the parties hereto covenant and agree that this Agreement shall be deemed amended to the extent necessary to comply with the laws of the State of South Carolina and the Constitution of the State of South Carolina in accordance with such court's finally adjudicated finding or determination.

4. **Fee-in-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the

Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Paragraph 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Oconee County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. **Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

A.	Oconee County	100%
B.	Pickens County	0%

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

A.	Oconee County	99%
B.	Pickens County	1%

Any payment by Oconee County to Pickens County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) days from the end of the calendar quarter in which Oconee County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Oconee County shall not be obligated to pay to Pickens County more than Pickens County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Revenues allocated to Oconee County shall be distributed as provided in Oconee County General Bond Ordinance No. 2010-05. Revenues allocated to Pickens County shall be distributed within Pickens County in the manner directed by Pickens County ordinance(s) relating thereto. Notwithstanding any provision contained herein to the contrary, Oconee County Council and Pickens County Council may otherwise direct the allocation of the revenues from the Park by ordinance, including, but not limited to, allocation of all or a portion of such revenues for the payment of special source revenue bonds under Section 4-29-68, Code of Laws of South Carolina 1976, as amended.

8. **Fees-in-Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County into any one or more negotiated fee-in-lieu of tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or

comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the Oconee Participating Taxing Entities and for the purpose of computing the index of taxpaying ability of the School District of Oconee County, South Carolina pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County shall be identical to the percentage established for the allocation of revenue to Oconee County pursuant to Paragraphs 6 and 7 respectively, subject, however, to the provisions of Section 4-29-68(F) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Job Tax Credit Valuation.** For purposes of the job tax credit authorized by subsections of Section 12-6-3360, South Carolina Code of Laws, 1976, as amended ("Section 12-6-3360"), Oconee County is the county in which the permanent business enterprise is deemed to be located.

11. **Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the respective Counties' County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of the Counties' procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Termination.** Notwithstanding any provision of this Agreement to the contrary, the Counties agree that this Agreement may not be terminated by either party for a period of thirty-five (35) years commencing with the effective date hereof.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW**

WITNESS our hands and seals this ___ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Oconee County, South Carolina

By: _____
Administrator
Oconee County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Oconee County, South Carolina

WITNESS our hands and seals this ___ day of _____, 2010.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Pickens County, South Carolina

By: _____
Administrator
Pickens County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Pickens County, South Carolina

EXHIBIT A

To the Agreement for Development of
Joint County Business Park between Oconee County,
South Carolina and Pickens County, South Carolina
Dated as of _____, 2010

The Park is comprised of the following parcels:

All property in Oconee County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Oconee County tax map number(s):

271-00-01-005
271-00-01-001
271-00-01-004
271-00-01-002

- including all property vertically or horizontally located on the Oconee County tax map numbers identified above, including, but not limited to, condominiums or other properties subject to any horizontal property regime, notwithstanding that such property may bears different Oconee County tax map numbers from those identified above; and
- excluding any portion of the real property located on the Oconee County tax map numbers identified above which is taxed on an assessment equal to four percent (4%) of the fair market value of such property pursuant to Section 12-43-220(c), Code of Laws of South Carolina, 1976, as amended, but only during the fiscal years in which such property meets the qualifications of Section 12-43-220(c).

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local Accommodations Tax-Arts & Historical grant to Battle of Oconee Committee for \$1,500.00 to advertise 2010 Battle of Oconee re-enactment. The PRT office must receive/approve advertising plan prior to check being issued. Initial request was for \$2,500.00, however due to the available ATAX funds this grant cycle, the maximum grant allowed was \$1,500.00.
Request approved by the Arts & Historical Commission on 04-01-10. (Rick Bethea abstained).

BACKGROUND OR HISTORY:

Local Accommodations Tax funds are received monthly from the accommodations industry and according to Ordinance 2007-12, 25% of those funds are tourism related funds that are to be disbursed as annual grants to the Arts and Historical community through the Arts & Historical Commission to increase the ability of the grant recipient to attract or provide for tourist, as described in Ordinance 2007-12. All grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT office until the grant is considered complete, and then it is filed in the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No
If no, explain briefly: Local ATAX Grant

STAFF RECOMMENDATION:

Approval of Arts & Historical Commission recommendation for Local ATAX grant.

FINANCIAL IMPACT:

\$1,500.00 to be paid out of line item 013-705-90095. Current 25% Local Accommodations balance is \$11,680.00. We have eight grants recommended from the Arts & Historical Commission for the 2010 grant cycle. If all eight are approved, the balance will be \$985.00

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes
If yes, who is matching and how much: Battle of Oconee Committee - \$3,000.00

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney

Finance

Grants

_____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh, Interim Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local Accommodations Tax-Arts & Historical grant to Cherokee Bear Clan of South Carolina for \$1,500.00 for sign lettering on the "Museum of the Cherokee" to be located on Short Street in Walhalla. Initial request was for \$2,500.00, however due to the available ATAX funds this grant cycle, the maximum grant allowed was \$1,500.00.

Request approved by the Arts & Historical Commission on 04-01-10. (Luther Lyle abstained).

BACKGROUND OR HISTORY:

Local Accommodations Tax funds are received monthly from the accommodations industry and according to Ordinance 2007-12, 25% of those funds are tourism related funds that are to be disbursed as annual grants to the Arts and Historical community through the Arts & Historical Commission to increase the ability of the grant recipient to attract or provide for tourist, as described in Ordinance 2007-12. All grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT office until the grant is considered complete, and then it is filed in the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No

If no, explain briefly: Local ATAX Grant

STAFF RECOMMENDATION:

Approval of Arts & Historical Commission recommendation for Local ATAX grant.

FINANCIAL IMPACT:

\$1,500.00 to be paid out of line item 013-705-90095. Current 25% Local Accommodations balance is \$11,680.00. We have eight grants recommended from the Arts & Historical Commission for the 2010 grant cycle. If all eight are approved, the balance will be \$985.00

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No

If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney

VB Finance

KRW Grants

_____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh, Interim Administrator

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**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local Accommodations Tax-Arts & Historical grant to Fair Play Blue Grass/Gospel Festival for \$1,500.00 to use for newspaper and radio advertising in NE Georgia and NC markets.
Request approved by the Arts & Historical Commission on 04-01-10. (Henry Richardson abstained).

BACKGROUND OR HISTORY:

Local Accommodations Tax funds are received monthly from the accommodations industry and according to Ordinance 2007-12, 25% of those funds are tourism related funds that are to be disbursed as annual grants to the Arts and Historical community through the Arts & Historical Commission to increase the ability of the grant recipient to attract or provide for tourist, as described in Ordinance 2007-12. All grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT office until the grant is considered complete, and then it is filed in the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No
If no, explain briefly: Local ATAX Grant

STAFF RECOMMENDATION:

Approval of Arts & Historical Commission recommendation for Local ATAX grant.

FINANCIAL IMPACT:

\$1,500.00 to be paid out of line item 013-705-90095. Current 25% Local Accommodations balance is \$11,680.00. We have eight grants recommended from the Arts & Historical Commission for the 2010 grant cycle. If all eight are approved, the balance will be \$985.00

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes
If yes, who is matching and how much: Fair Play Fire Dept- \$3,500

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney AB Finance KW Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh, Interim Administrator

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A calendar with due dates marked may be obtained from the Clerk to Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local Accommodations Tax-Arts & Historical grant to Blue Ridge Arts Council for \$1,500.00 to use for advertising upcoming shows. The initial request was for \$2,500.00, however due to the available ATAX funds this grant cycle, the maximum grant allowed was \$1,500.00.

Request approved by the Arts & Historical Commission on 04-01-10. (Bess Ciupak abstained).

BACKGROUND OR HISTORY:

Local Accommodations Tax funds are received monthly from the accommodations industry and according to Ordinance 2007-12, 25% of those funds are tourism related funds that are to be disbursed as annual grants to the Arts and Historical community through the Arts & Historical Commission to increase the ability of the grant recipient to attract or provide for tourist, as described in Ordinance 2007-12. All grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT office until the grant is considered complete, and then it is filed in the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No

If no, explain briefly: Local ATAX Grant

STAFF RECOMMENDATION:

Approval of Arts & Historical Commission recommendation for Local ATAX grant.

FINANCIAL IMPACT:

\$1,500.00 to be paid out of line item 013-705-90095. Current 25% Local Accommodations balance is \$11,680.00. We have eight grants recommended from the Arts & Historical Commission for the 2010 grant cycle. If all eight are approved, the balance will be \$985.00

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes


If yes, who is matching and how much: Seneca ILAT - \$2,500.00
BRAC Entry Fees

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney

 Finance

 Grants

_____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh, Interim Administrator

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**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local Accommodations Tax-Arts & Historical grant to Historic Old Pickens Foundation for \$665.00 to use for advertising upcoming "Spring Time Gathering". The initial request was for \$1,500.00, however only \$665.00 was eligible due to ATAX criteria.

Request approved by the Arts & Historical Commission on 04-01-10

BACKGROUND OR HISTORY:

Local Accommodations Tax funds are received monthly from the accommodations industry and according to Ordinance 2007-12, 25% of those funds are tourism related funds that are to be disbursed as annual grants to the Arts and Historical community through the Arts & Historical Commission to increase the ability of the grant recipient to attract or provide for tourist, as described in Ordinance 2007-12. All grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT office until the grant is considered complete, and then it is filed in the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No

If no, explain briefly: Local ATAX Grant

STAFF RECOMMENDATION:

Approval of Arts & Historical Commission recommendation for Local ATAX grant.

FINANCIAL IMPACT:

\$665.00 to be paid out of line item 013-705-90095. Current 25% Local Accommodations balance is \$11,680.00. We have eight grants recommended from the Arts & Historical Commission for the 2010 grant cycle. If all eight are approved, the balance will be \$985.00

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: Historic Old Pickens Foundation - \$500.00

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney

JB Finance

KDE Grants

_____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh, Interim Administrator

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**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local Accommodations Tax-Arts & Historical grant to Oconee Heritage Center for \$1,030.00 to purchase a Steel Flat Map File to store and make available historic documents and maps.
Request approved by the Arts & Historical Commission on 04-01-10. (Luther Lyle abstained).

BACKGROUND OR HISTORY:

Local Accommodations Tax funds are received monthly from the accommodations industry and according to Ordinance 2007-12, 25% of those funds are tourism related funds that are to be disbursed as annual grants to the Arts and Historical community through the Arts & Historical Commission to increase the ability of the grant recipient to attract or provide for tourist, as described in Ordinance 2007-12. All grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT office until the grant is considered complete, and then it is filed in the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No
If no, explain briefly: Local ATAX Grant

STAFF RECOMMENDATION:

Approval of Arts & Historical Commission recommendation for Local ATAX grant.

FINANCIAL IMPACT:

\$1,030.00 to be paid out of line item 013-705-90095. Current 25% Local Accommodations balance is \$11,680.00. We have eight grants recommended from the Arts & Historical Commission for the 2010 grant cycle. If all eight are approved, the balance will be \$985.00

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No
If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney *JP* Finance *Kluh* Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh, Interim Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local Accommodations Tax-Arts & Historical grant to Patriot's Hall Veteran's Museum for \$1,500.00 for advertising 2010 VetFest. Initial request was for \$2,000.00, however due to the available ATAX funds this grant cycle, the maximum grant allowed was \$1,500.00.
Request approved by the Arts & Historical Commission on 04-01-10. (Rick Bethia abstained).

BACKGROUND OR HISTORY:

Local Accommodations Tax funds are received monthly from the accommodations industry and according to Ordinance 2007-12, 25% of those funds are tourism related funds that are to be disbursed as annual grants to the Arts and Historical community through the Arts & Historical Commission to increase the ability of the grant recipient to attract or provide for tourist, as described in Ordinance 2007-12. All grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT office until the grant is considered complete, and then it is filed in the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No
If no, explain briefly: Local ATAX Grant

STAFF RECOMMENDATION:

Approval of Arts & Historical Commission recommendation for Local ATAX grant.

FINANCIAL IMPACT:

\$1,500.00 to be paid out of line item 013-705-90095. Current 25% Local Accommodations balance is \$11,680.00. We have eight grants recommended from the Arts & Historical Commission for the 2010 grant cycle. If all eight are approved, the balance will be \$985.00

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

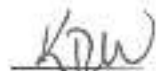
Are Matching Funds Available: Yes
If yes, who is matching and how much: Patriot's Hall – sponsorships and reduced rates for services

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney

 Finance

 Grants

_____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klingh, Interim Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local Accommodations Tax-Arts & Historical grant to Walhalla Partners for Progress for \$1,500.00 to be used to assist with tin roofing on the Historic Old St. John's Church which once complete, will be open and available as a tourism site. Initial request was for \$2,500.00, however due to the available ATAX funds this grant cycle, the maximum grant allowed was \$1,500.00. Request approved by the Arts & Historical Commission on 04-01-10. (Luther Lyle abstained).

The Arts and Historical Commission approved a motion to allow the Walhalla Partners for Progress to change the scope of their grant due to the amount of available funds. Original scope was for addition of an entry way to the building, however the reduced funds will be considered to assist in the roofing project.

BACKGROUND OR HISTORY:

Local Accommodations Tax funds are received monthly from the accommodations industry and according to Ordinance 2007-12, 25% of those funds are tourism related funds that are to be disbursed as annual grants to the Arts and Historical community through the Arts & Historical Commission to increase the ability of the grant recipient to attract or provide for tourist, as described in Ordinance 2007-12. All grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT office until the grant is considered complete, and then it is filed in the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No
If no, explain briefly: Local ATAX Grant

STAFF RECOMMENDATION:

Approval of Arts & Historical Commission recommendation for Local ATAX grant.

FINANCIAL IMPACT:

\$1,500.00 to be paid out of line item 013-705-90095. Current 25% Local Accommodations balance is \$11,680.00. We have eight grants recommended from the Arts & Historical Commission for the 2010 grant cycle. If all eight are approved, the balance will be \$985.00

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No
If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney  Finance  Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh, Interim Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization: Walhalla Partners for Progress

B. Address: P. O. Box 815, Walhalla, SC 29691

II. FUNDS REQUESTED

A. Local ATAX Funds Requested \$2500

B. How will ATAX Funds be used: to buy materials for ^{roof} ~~entryway~~ and pay for labor to ~~build.~~

C. Percentage of costs directly attributed to attracting or serving tourists? 100%

D. Funds furnished your organization: \$ 0

E. Matching grant \$ 0 Source 0

F. Other Funding \$ 0 Source 0

Provide an itemized budget for your event **and** for allotted funds. **THIS IS REQUIRED;**
Attach on a separate sheet. See Attachment #1

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title: Rebuilding Entryway of Old St. Johns

B. Description of Project: The WP2 will provide drawings of the original entrance so that the construction will be as true to the original as possible. Construction bids will be sought and needed materials listed. The WP2 will then award the contract best suited to the needs of the building. (Need Bids)

C. Who will benefit from this project? When completed, the people of Walhalla and Oconee County will benefit most. This project will build awareness for preservation of historical buildings and sites. A pleasant and useful space will be provided so that civic meetings, perhaps weddings, reunions and family gatherings may take place.

IV. DATES OF PROJECT

Beginning January, 2010 Ending March, 2010

V. APPLICANT CATEGORY

Government Entity: The building belongs to the City of Walhalla, and it has been placed on City Park Property, Kaufmann Park.

Non-Profit Organization: Incorporation date: September 24, 2004

Eleemosynary Organization under IRS Code: #48-1295938

Date of Determination Letter: September 24, 2004

DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? When this project is completed it will be a site in the Historical Walking Tour of Walhalla surrounded by the Heritage Center, the Keowee Courier Building, the Lutheran Church and Cemetery, the Earle House, the Walhalla Civic Auditorium, and all of Main Street.

How many visitors/participants attended the events last year and are anticipated this year? This question is not applicable. However, the moving of the church building and the support it has received has been tremendous with the citizens of Walhalla.

How many of the visitors/participants were from beyond a 50-mile radius of Oconee County? Not applicable, but we have received notes, checks, and words of support from adjoining counties and states, particularly from Episcopalians.

How many overnight stays were created by this event last year and are anticipated this year? Not applicable, but we have had artists to perform at fundraisers held during the past three years.

How do you plan to advertise this event beyond a 50-mile radius of Oconee County? Advertising will not begin to encourage visitors to come to Oconee County until after the project is completed. When ready to open, the occasion will be advertised widely throughout northeast Georgia and northwest North Carolina as well as within the state.

VI. AUDIT

Does your organization perform an independent audit? Yes No

VII. Will your project be using any funds from another group that received ATAX funds
No

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name Maxie W. Duke Title Grants

Signature Maxie W. Duke Date 4/10/09

Address 306 North Catherine Street, Walhalla, SC 29691

E-mail grannyduke@aol.com FAX number 864-638-5200

Phone Numbers(s) 864-638-5200 or cell 710-3911

B. Alternate Contact Janet Neville Title TRCS

Address P.O. Box 754

E-Mail jnneville@yahoo.com FAX No. _____

Signature Janet W. Neville Date 11/5/09

Phone Number(s) 864-903-2840

**OCONEE COUNTY
LOCAL ACCOMMODATIONS TAX
GRANT APPLICATION FORM
FOR TOURISM RELATED PROJECTS**

I. APPLICANT

A. Name of Organization Blue Ridge Arts Council

B. Address 111 E. South Second St., Seneca, SC 29678

II. FUNDS REQUESTED

A. Local Accommodations Tax funds requested \$2,500.00

B. How will these funds be used? ATAX funds will be used to enhance participation and visitation in four upcoming shows all falling within an eight-month period. Advertisement throughout the region in a variety of media, the design, printing and mailing of call for entry, show cards, printing of the exhibition catalog, and advertising for the opening reception will be included in the funded activities.

C. Estimated percentage of costs directly attributed to attracting or serving tourists? 20%

D. Funds furnished by your organization \$3,195.00

Matching grant \$ 2,500 Source Seneca HAT

Other Funding Entry Fees Source Members Show / BRAC

E. Provide an itemized budget for your event **and** for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

**ARTS HISTORICAL
LOCAL ATAX**

A	B	BUDGET			E	F
DESCRIPTION	OCCONEE COUNTY LOCAL ACCOMMODATIONS TAX GRANT BUDGET	KIRBY SHOW	MEMBERS SHOW	QUILT SHOW	HOLIDAY SHOW	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						

Local artist

1500

III. NARRATIVE PROJECT DESCRIPTION

A. Project Titles:

B. Description of projects: 1. "One Man Show," featuring watercolorist, J. Ashley Kirby—May 21st through July 9th 2010. Mr. Kirby is a well-known artist from Greenville. He has exhibited at Arts on the Alley and regularly teaches classes and workshops at BRAC and throughout the upstate. His show should draw an audience from both the nearby area as well as from afar.

2. BRAC Annual Member Show – July 16th through September 3rd 2010. The Annual Members show is an opportunity for BRAC to encourage artists from our membership to join in the yearly exhibition of the best of Blue Ridge Arts. Better advertising will draw more artists to the show and to membership in BRAC. This, in turn, will attract a larger number of visitors to view the show at the gallery.

3. Biannual Quilt Invitational Exhibition--September 17th through November 4th 2010. This show will feature a variety of SC quilters and will coincide with the Lake and Mountain Quilt Show at the Shaver Center in Seneca, as well as many other quilting activities planned throughout the upstate. The Oconee Heritage Quilt Trail will also be highlighted with the kick-off of the driving tour of barn/historic building quilts throughout Oconee County.

4. Holiday Arts & Gifts Show—November 19th through December 17th 2010. This invitational show of arts and fine crafts will give the public an opportunity to view and purchase a wide range of handmade articles for holiday gifts.

C. Who will benefit from this project? The entire county can benefit from the interest generated by advertising these shows and the opportunity for our local artists to be seen in such venues. Friends, families and vacationers will also be attracted to the shows, which will be promoted throughout the state.

IV. DATES OF PROJECT

Beginning May 21, 2010 Ending December 17, 2010

V. APPLICANT CATEGORY

Government Entity: _____
X Non-profit Organization: Incorporation date 1970

Eleemosynary Organization under IRS Code: IRS #23-7360169

Date of Determination Letter October 1974

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? Increased advertising for the show will attract new visitors to Oconee County. The publicity will open a door for art enthusiasts to discover what Oconee County has to offer, as visitors coming to the gallery will be exposed to the Historic downtown areas and the natural wonders of our county. The Center's lobby will have brochures available to all visitors, highlighting upstate activities. These visitors will also patronize restaurants, lodging, and shops in the county.

How many visitors/participants attended the event last year and are anticipated this year? Kirby show is new, no data. 2009 Members' show: 335, 2008 Quilt show: 619, 2008 Holiday Arts & Crafts Show: 472 attendees. As the economy seems to be somewhat improved this year, we expect increases for the members' and holiday shows. The Quilt Show in September has shown increases every 2 years, regardless of the state of the economy, we expect, with joint advertising in conjunction with the Guild, as well as the added bonus of a Quilt Trail, that our numbers should greatly increase this year.

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? 2008 Quilt Show: 160, 2008 Holiday Fair: 27, and Members' Show, 2009: 62. Again, as above, we anticipate increases in all shows this year.

How many overnight stays were created by this event last year and are anticipated this year? No data available.

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

State-wide and regional media press releases, Sandlapper Mag., Greenville News, Anderson Independent, Lake Living, Mag., & Carolina Arts Mag (N. & S. Carolina), other state-wide magazines and Southeastern publications, BRAC website & links, SCAC websites and links, Heritage Corridor website, Oconee Heritage Quilt Trail Website, joint advertising with Lake and Mountain Quilt Guild.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) BRAC attendance log, website hits on BRAC and Oconee Heritage Quilt Trail website.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics)
BRAC attendance log, website hits and audience responses, community meetings.

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor Peter Cooke, Retired CPA, (Volunteer Audit)

I have read the guidelines for the Oconee County Local Accommodations Tax Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name Cynthia J. Blair Title Secretary, BRAC Board of Directors

Signature  Date 1/28/10

Address 111 E. South Second St., Seneca, SC 29678

E-mail linenmaven@bellsouth.net Fax No. (864) 882-2722

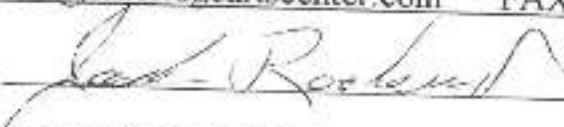
Phone Number (s) (864) 882-2722, BRAC office or (864) 973-3921, cell phone

B. Alternate Contact Jack Rookard

Title President, BRAC Board of Directors

Address 111 E. South Second St., Seneca, SC 29678

E-mail office@blueridgeartscenter.com FAX (864) 882-2722

Signature  Date 1/28/10

Phone Number (s) (864) 882-2722

Grant Processing Report
FOR OFFICE USE ONLY

Project Amount _____

Received by _____ Date _____

Date presented at meeting _____

Vote: For _____ Against _____

Recommendations/Alterations _____

Returned to organization (date) _____

Print It!

Design · Print · Mail



PO Box 1707
Seneca, SC 29679
Ph. 864.882.3605
Fax 864.882.3778
mike@printcolor.com

BLUE RIDGE ARTS COUNCIL
111 E SOUTH 2ND STREET
SENECA, SC 29678

December 3, 2007
Quote #: 9083
Tel: (864) 886-8700
Fax: -
Page: 1

Contact: STEVE SOKOL

Quantity	Description	Sub-Total
1,000	Postcards - 4/1 POSTCARD White 80# Cover Mac Gloss 5.5000 x 8.5000 Printed 2/Sides Ink Side 1: CMYK Ink Side 2: Black	430.50
1,000	Brochures - PROGRAM COVERS Color 65# Astroparch Cover 8.5000 x 11.0000 Printed 1/Side Ink Side 1: CMYK	397.00
1,000	Brochures - CALL FOR ENTRY BROCHURE 8.5 X 14 White 60# Accent Opaque 8.5000 x 11.0000 Printed 2/Sides Ink Side 1: CMYK Ink Side 2: CMYK	538.00
25	POSTER - FULL COLOR 11 X 17 POSTER White 80# Cover Mac Gloss Copies On 11 x 17 1 Side To 1 Side, UnCollated 25 Copies	72.86

Ship Via	Sub-Total	Tax Rate %	Tax	Freight Charges	Deposit	Total
CUSTOMER TO	1,438.36	5.000	71.92	0.00	0.00	\$ 1,510.28

Print It!

Design · Print · Mail



PO Box 1707
Seneca, SC 29679
Ph. 864.862.3609
Fax 864.862.7778
info@printitcolor.com

BLUE RIDGE ARTS COUNCIL
111 E SOUTH 2ND STREET
SENECA, SC 29678

August 20, 2008
Quote #: 10200
Tel: (864) 862-2722
Fax: -
Page 1 of 1

Contact: BESS CIUPAK

Quantity	Description	Sub-Total
500	Postcards - 4x6 POSTCARDS White 10 pt. Carolina C1S Copies On 4x6 2 Side To 2 Side, UnCollated 200 Copies	186.47
500	Brochures - CALL FOR ENTRIES - 8.5 x 11 White 65# Cover Cougar Copies On 8.5 x 11 2 Side To 2 Side, UnCollated 508 Copies	640.92
500	Brochures - CALL FOR ENTRIES - 8.5 x 14 White 70# Accent Opaque Text SMOOTH Copies On 8.5 x 14 2 Side To 2 Side, UnCollated 1,010 Copies	643.62
500	Program - PROGRAM COVER - COLOR White 65# Cover Cougar Copies On 8.5 x 11 1 Side To 1 Side, UnCollated 253 Copies	306.89
500	Program - PROGRAM COVER - BW White 65# Cover Cougar Copies On 8.5 x 11 1 Side To 1 Side, UnCollated 505 Copies	69.38
12	POSTER - COLOR POSTERS - NO BLEEDS White 70# Accent Opaque Text SMOOTH Copies On 11 x 17 1 Side To 1 Side, UnCollated 12 Copies	20.48
500	Mailers - ADDRESS, DELIVER TO POST OFFICE	75.00



1376-118 Tiger Blvd,
 PO Box 767
 Clemson, SC 29633
 Ph. 864-654-4000
 Fax 864-654-7438
 www.epprint.com
 sales@epprint.com

Proposal 9717

Date: 03/25/09

Bess Ciupak
Blue Ridge Arts Council
111 E. South Second Street
Seneca SC 29678

Ship To:

< Same as Bill To >

Deliver

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
371	Bess Ciupak				Deborah	House
Quantity	Description					Price
500	4 x 6 Post Card- Color Front Paper Cover Coated Kromekote 10 PT C1S 6 x 4 Print One Side					175.00
500	4 x 6 Post Card-Black Back Paper Cover Coated Kromekote 10 PT C1S 6 x 4 Print One Side					57.00
500	5 x 8 Post Card- Color Front Paper Cover Coated Kromekote 10 PT C1S 8 x 5 Print One Side					175.00
500	5 x 8 Post Card-Black Back Paper Cover Coated Kromekote 10 PT C1S 8 x 5 Print One Side					57.00
50	Poster--8.5 x 11 Paper Cover Coated 80# Mac Gloss Cover 8.5 x 11 Print One Side					33.00
50	Poster--11 x 14 Paper Cover Coated 80# Mac Gloss Cover 11 x 14 Print One Side					64.00
250	Programs Paper Cover 65# Cougar Cover 8.5 x 11 Print One Side					150.00
Received by _____ Date _____						
Terms	Subtotal	Shipping	Postage	Tax	Total	
C.O.D.	711.00	0.00	0.00	49.77	760.77	



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 Fax 864 654 7438
 www.epprint.com
 sales@epprint.com

COPY

Proposal 9717

Date: 03/25/09

Bess Clupak
Blue Ridge Arts Council
111 E. South Second Street
Seneca SC 29678

Ship To:

< Same as Bill To >

Deliver

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
371	Bess Clupak				Deborah	House
Quantity	Description					Price
500	4 x 6 Post Card- Color Front					175.00
	Paper	Cover Coated Kromekote 10 PT C1S 6 x 4				
	Print	One Side				
500	4 x 6 Post Card-Black Back					57.00
	Paper	Cover Coated Kromekote 10 PT C1S 6 x 4				
	Print	One Side				
500	5 x 8 Post Card- Color Front					175.00
	Paper	Cover Coated Kromekote 10 PT C1S 8 x 5				
	Print	One Side				
500	5 x 8 Post Card-Black Back					57.00
	Paper	Cover Coated Kromekote 10 PT C1S 8 x 5				
	Print	One Side				
50	Poster--8.5 x 11					33.00
	Paper	Cover Coated 80# Mac Gloss Cover 8.5 x 11				
	Print	One Side				
50	Poster--11 x 14					64.00
	Paper	Cover Coated 80# Mac Gloss Cover 11 x 14				
	Print	One Side				
250	Programs					150.00
	Paper	Cover 65# Cougar Cover 8.5 x 11				
	Print	One Side				
Received by _____ Date _____						
Terms	Subtotal	Shipping	Postage	Tax	Total	
C.O.D.	711.00	0.00	0.00	49.77	760.77	



1376-118 Tiger Boulevard
 Post Office Box 767
 Clemson, South Carolina 29633
 Telephone: (864) 654-4000
 Fax: (864) 654-7438
 www.epprint.com

Proposal 9270

Date: 10/21/08

Bess Ciupak
Blue Ridge Arts Council
111 E. South Second Street
Seneca SC 29678

Ship To:

< Same as Bill To >

Deliver

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
371	Bess Ciupak				Deborah	House
Quantity	Description					Price
500	4 x 6 Post Card Paper Cover Coated 100# Mac Gloss Cover 6 x 4 Print Two Sides					275.00
Received by _____ Date _____						
Terms	Subtotal	Shipping	Postage	Tax	Total	
C.O.D.	275.00	0.00	0.00	19.25	294.25	



1376-118 Tiger Boulevard
 Post Office Box 767
 Clemson, South Carolina 29633
 Telephone: (864) 654-1000
 Fax: (864) 654-7438
 www.epprint.com

Proposal 9266

Date: 10/21/08

Bess Clupak
Blue Ridge Arts Council
111 E. South Second Street
Seneca SC 29678

Ship To:

< Same as Bill To >

Deliver

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
371	Bess Clupak				Deborah	House
Quantity	Description					Price
500	4 x 6 Post Card- Color Front Paper Cover Coated Kromekote 10 PT C1S 6 x 4 Print One Side					175.00
500	4 x 6 Post Card-Black Back Paper Cover Coated Kromekote 10 PT C1S 6 x 4 Print One Side					57.00
500	5 x 8 Post Card- Color Front Paper Cover Coated Kromekote 10 PT C1S 8 x 5 Print One Side					175.00
500	5 x 8 Post Card-Black Back Paper Cover Coated Kromekote 10 PT C1S 8 x 5 Print One Side					57.00
50	Poster--8.5 x 11 Paper Cover Coated 80# Mac Gloss Cover 8.5 x 11 Print One Side					33.00
50	Poster--11 x 14 Paper Cover Coated 80# Mac Gloss Cover 11 x 14 Print One Side					64.00
250	Programs Paper Cover 65# Cougar Cover 8.5 x 11 Print One Side <i>B+W</i>					150.00
<i>500</i>	<i>Programs - Color</i>					<i>420.00</i>
Date _____						
Terms	Subtotal	Shipping	Postage	Tax	Total	
C.O.D.	711.00	0.00	0.00	49.77	760.77	

**OCONEE COUNTY
LOCAL ACCOMMODATIONS TAX
GRANT APPLICATION FORM
FOR TOURISM RELATED PROJECTS**

I. APPLICANT

A. Name of Organization FP Blue Grass / Gospel Festival
Fair Play Volunteer Fire Department, Inc.

B. Address PO Box 133, Fair Play, SC 29643-0133

II. FUNDS REQUESTED

A. Local Accommodations Tax funds requested \$ 1,500.00

B. How will these funds be used? Radio Advertising

C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%

D. Funds furnished by your organization \$ 3,500.00

Matching grant \$ Source

Other Funding \$ Source

D. Provide an itemized budget for your event **and** for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

See attached Exhibit A.

**OCONEE COUNTY
LOCAL ACCOMMODATIONS TAX
GRANT APPLICATION FORM
FOR TOURISM RELATED PROJECTS**

I. APPLICANT

A. Name of Organization ___ Fair Play Volunteer Fire Department, Inc.

B. Address ___ PO Box 133, Fair Play, SC 29643-0133

II. FUNDS REQUESTED

A. Local Accommodations Tax funds requested__ \$ 1,500.00

B. How will these funds be used? Radio Advertising

C. Estimated percentage of costs directly attributed to attracting or serving tourists? __100%

D. Funds furnished by your organization \$__3,500.00

Matching grant \$ _____ Source ___

Other Funding \$ _____ Source ___

D. Provide an itemized budget for your event **and** for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

See attached Exhibit A.

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title_ Fair Play VFD Blue Grass & Gospel Festival

B. Description of project

A one-day music event featuring upstate gospel & blue grass groups

C. Who will benefit from this project? __Oconee County businesses and Fair Play Volunteer Fire Department, Inc.

IV. DATES OF PROJECT

Beginning __ March 5, 2011 _____ Ending __ March 5, 2011 _____

V. APPLICANT CATEGORY

Government Entity: _____

Non-profit Organization: Incorporation date __ April 9, 2001

Eleemosynary Organization under IRS Code: IRS # _____

Date of Determination Letter __ September 14, 2005 for 501(c)(3)

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? It will attract visitors & families to Oconee County to attend the festival. While they are here, they will shop in local stores & stay in local motels.

How many visitors/participants attended the event last year and are anticipated this year?

The collection of this data last year showed that we had 589 people attend this event. Anticipate 650 attendees in 2010 and 700 in 2011.

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?

50 for the 2009 event.

How many overnight stays were created by this event last year and are anticipated this year?

We did not collect this data for the 2009 event.

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

We intend to advertise with the following radio stations: WNCW in Spindale, NC, WRIX in Anderson, WGOG in Oconee County and WLHR in Lavonia, GA.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

Please see enclosed pictures from the 2009 event.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics)

We intend to use guest logs asking for home cities and where they intend to stay while visiting Oconee County.

VII. AUDIT

Does your organization perform an independent audit? Yes ___ No X

Name of the Auditor _____

I have read the guidelines for the Oconee County Local Accommodations Tax Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name Steven Zahn Title Grants Coordinator

Signature  Date February 11, 2010

Address 107 Reeder Point Road, Fair Play, SC 29643

E-mail sjzahn@bellsouth.net Fax No. 864/972-3804

Phone Number (s) 864/972-1982

B. Alternate Contact Larry C. Wilkerson Title Chief

Address PO Box 335, Fair Play, SC 29643

E-mail firedude801@bellsouth.net Fax No. _____

Signature  Date February, 11, 2008

Phone Number (s) 864/885-4462 work 864/972-3254 Home

ATTACHMENT A

Blue Grass & Gospel Festival Budget 2011

Paper Goods	\$ 75.00
Sound Service	\$ 250.00
Music Groups	\$1,500.00
Food Supplies	\$ 900.00
Building Rent	\$ 175.00
Advertising	\$1,800.00
Misc. Supplies	\$ 300.00
	<hr/>
	\$5,000.00

Fair Play Fire Department – Bluegrass Gospel Festival - 2010

	Rate	M 2/22	TU 2/23	W 2/24	TH 2/25	F 2/26	SA 2/27	SU 2/28
5a-12m	\$11.40	3	3	3	3	3	3	3
9:03-9:30a Swap Shop	\$17	1	1	1	1	1	-	-
9:03-9:30a Swap Shop	\$13	-	-	-	-	-	1	-
6a-6a	N/C	3	3	3	3	3	3	3

	Rate	M 3/1	TU 3/2	W 3/3	TH 3/4	F 3/5	SA 3/6
5a-12m	\$11.40	4	4	4	4	4	-
9:03-9:30a Swap Shop	\$17	1	1	1	1	1	-
9:03-9:30a Swap Shop	\$13	-	-	-	-	-	1
6a-6a	N/C	4	4	4	4	4	-
5a-3p	\$5	-	-	-	-	-	7

Total commercials: 101

Your investment: \$698.40

All commercials are 30 seconds each. All rates quoted are NET rates.



Traffic/Sales Order Form

REVISED 2007

Market(s): WGOG	Affidavit? <input checked="" type="checkbox"/>
	Salesperson: Brandon Kessler

Date: 1/6/10

Client Number	0393	
Agency	Fairplay Fire Department-Attn: Steve Adams	Agency Discount:
Address	P.O. Box 133	
Address		
City, ST & Zip	Fairplay, SC 29643	
Product Description:	March Singing	
Length:	<input checked="" type="checkbox"/> 30 Seconds	<input type="checkbox"/> 60 seconds

Special Instructions:

Bill Client \$300 per month for 1 months. Beginning 2/23/10.

Total \$300

Additional Information: Cart #0393

Non-profit rate of \$5

	Dates		Times		Days							Rate
	START	END	START	END	MO	TU	WE	TH	FR	SA	SU	
1	2/23/10	3/6/10	6a	7p	5	5	5	5	6			\$5
2												
3												
4												
5												
6												
7												
8												
9												

TOTAL UNITS:60	TOTAL COST: \$300 (GROSS)	(NET)
----------------	---------------------------	-------

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

2008

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the **2008** calendar year, or tax year beginning **2008**, and ending **20**

B Check if applicable:
 Address change
 Name change
 Initial return
 Termination
 Amended return
 Application pending

C Name of organization: **FAIR PLAY VOLUNTEER FIRE DEPARTMENT**
 Doing Business As
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
PO BOX 133
 City or town, state or country, and ZIP + 4
FAIR PLAY, SC 29643-0133

D Employer identification no.
20-2870710

E Telephone number
(864) 972-0350

F Name and address of principal officer: **MICHAEL BAER**

G Gross receipts \$ **113,168**

H(a) Is this a group return for affiliates? Yes No
H(b) Are all affiliates included? Yes No
H(c) If "No," attach a list (see instructions) Group exemption number ▶

I Tax-exempt status: 501(c) 3 4947(a)(1) or 527

J Website ▶ **F.F.A.**

K Type of organization: Corporation Trust Association Other ▶

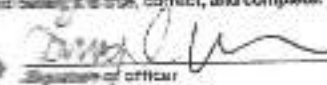
L Year of formation: **2001**

M State of legal domicile: **SC**

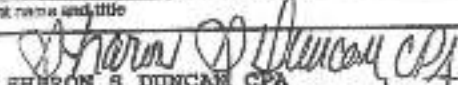
Part I Summary		Prior Year	Current Year
1 Briefly describe the organization's mission or most significant activities: COMMUNITY FIRE PROTECTION			
2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its assets.			
3 Number of voting members of the governing body (Part VI, line 1a)		3	5
4 Number of independent voting members of the governing body (Part VI, line 1b)		4	5
5 Total number of employees (Part V, line 2a)		5	0
6 Total number of volunteers (estimate if necessary)		6	29
7a Total gross unrelated business revenue from Part VIII, line 12, column (C)		7a	0
7b Net unrelated business taxable income from Form 990-T, line 34		7b	0
8 Contributions and grants (Part VIII, line 1h)			101,582
9 Program service revenue (Part VIII, line 2g)			0
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)			83
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)			11,503
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)			113,168
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)			0
14 Benefits paid to or for members (Part IX, column (A), line 4)			0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)			0
16a Professional fundraising fees (Part IX, column (A), line 11e)			0
16b Total fundraising expenses (Part IX, column (D), line 25)b	4,497		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24f)			76,109
18 Total expenses - Add lines 13-17 (must equal Part IX, column (A), line 25)			76,109
19 Revenue less expenses - Subtract line 18 from line 12			37,059
		Beginning of Year	End of Year
20 Total assets (Part X, line 16)		92,418	129,149
21 Total liabilities (Part X, line 26)		328	0
22 Net assets or fund balances - Subtract line 21 from line 20		92,090	129,149

Part III Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer:  Date: **12-31-09**

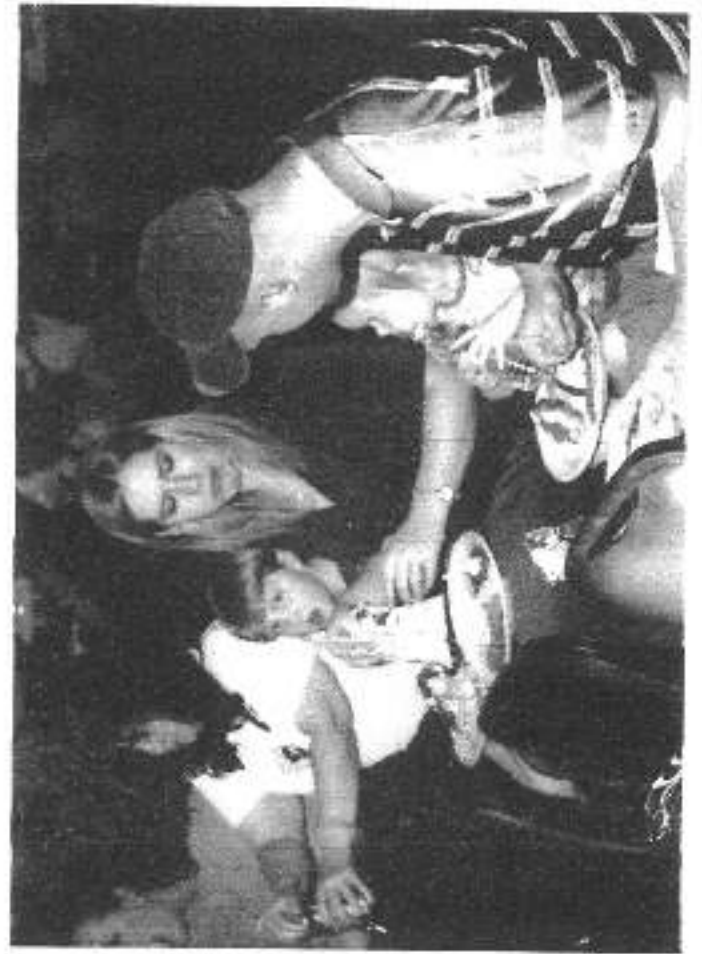
LASSY WILKERSON, PRESIDENT

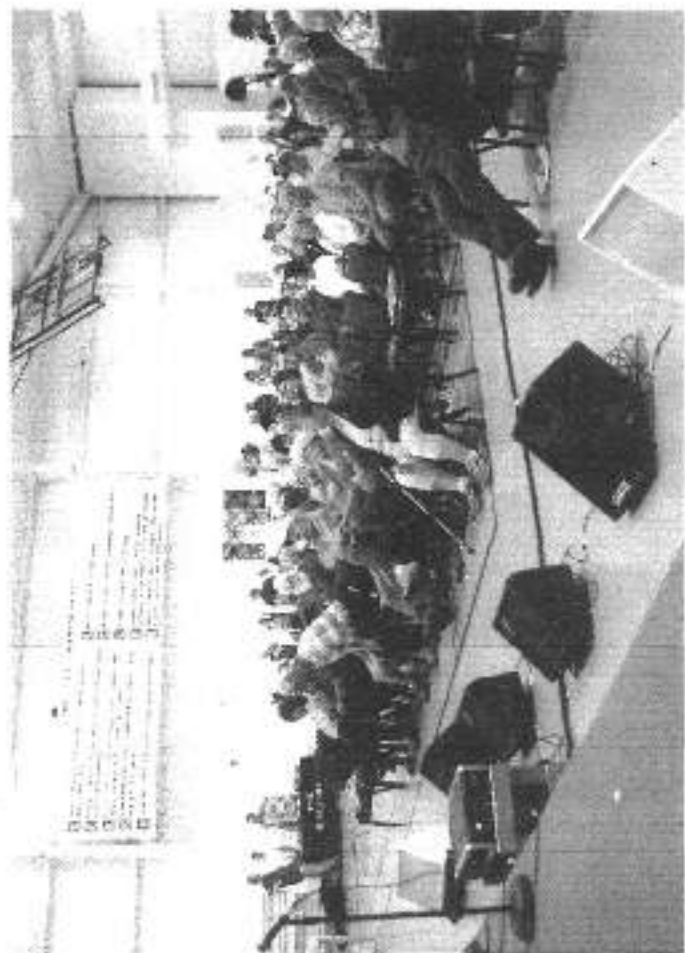
Preparer's signature:  Date: **08-27-2009** Check if self-employed Preparer's identifying number (see instructions)

SHERRON S DUNCAN CPA

Preparer's name or your firm's name (self-employed): **DUNCAN & CURRY CPA FIRM LLC** EIN ▶

P.O. BOX 1586







Fair Play Fire Department, Inc.
P. O. Box 133
Fair Play, SC 29643-0133

864/972-0350

A 501(c)(3) Corporation

February 8, 2010

Oconee County
Parks, Recreation & Tourism Office
Local Accommodations Application
415 S. Pine Street
Walhalla, SC 29691

To Whom This May Concern:

Enclosed you will find our application for the Oconee County Local Accommodations Tax Grant. Along with this application are the following:

Our Exempt Income Tax Return for 2008
Project Budget for this proposed project
Pictures from our 2009 Bluegrass & Gospel Festival
4 written estimates from radio stations for advertising this event

Sincerely,



Steven Zahn, Grants Coordinator

Attachments

**OCONEE COUNTY
LOCAL ACCOMMODATIONS TAX
GRANT APPLICATION FORM
FOR TOURISM RELATED PROJECTS**

I. APPLICANT

A. Name of Organization _____ Oconee Heritage Center _____

B. Address _____ PO Box 395 _____
_____ Walhalla, SC 29691 _____

II. FUNDS REQUESTED

A. Local Accommodations Tax funds requested \$1,030 _____

B. How will these funds be used? _____ These funds will be used to purchase a 5-drawer steel flat file for the storage and security of historic maps, newspapers and other paper documents relating to the history of Oconee County. This file will ultimately be placed in the Oconee Heritage Center's Reading Room, which is currently under construction. Until the Reading Room is finished the file will be accessible on the main floor of the Oconee Heritage Center.

C. Estimated percentage of costs directly attributed to attracting or serving tourists? _____ 100% _____

D. Funds furnished by your organization _____ A private \$10,000 donation was made for the purpose of the Reading Room and a \$15,000 matching grant was also received. These funds have already been spent on the installation of stairs for access to the reading room from the main floor of the Oconee Heritage Center, heating and air installation, and electrical renovations. No new funding has been made available for the purpose of the Reading Room following the aforementioned expenditures.

Matching grant \$ 0 _____ Source _____

Other Funding \$ 0 _____ Source _____

E. Provide an itemized budget for your event **and** for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

with local history and genealogical research. Many visitors also request access to and/or copies of documents such as maps and newspapers that are currently a part of the OHC collection and are available no where else.

How many visitors/participants attended the event last year and are anticipated this year? 4,500 visitors came to the Oconee Heritage Center last year. With increased access to local history/genealogical documents, we expect visitation to increase drastically.

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? 1,060 were from beyond a 50-mile radius. This year we anticipate the total percentage of tourist visitation to increase 10%.

How many overnight stays were created by this event last year and are anticipated this year? The OHC does not document whether or not visitors stay overnight.

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

The opening of the Reading Room will be advertised throughout the Carolinas and north Georgia via newspaper announcements, special interest magazine advertisement, and brochure placements at other heritage tourism sites to direct people to the Oconee Heritage Center's Reading Room for further research.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) _____ If requested, the OHC could provide correspondence reflecting the demand for local history/ genealogical research assistance from individuals throughout the country.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) The Oconee Heritage Center maintains a guest log. Upon completion of the Reading Room another guest log will be dedicated to recording visitors using that facility. Until the Reading Room is complete the OHC will document how many visitors access the documents stored in the flat file.

VII. AUDIT

Does your organization perform an independent audit? Yes _____ No X

Name of the Auditor _____

Itemized budget:

Safco Flat File – steel, horizontal, 5-drawer file measuring 16" x 46" x 35" \$806.40
(Will be purchasing from Gaylord Library Supplies, Furniture & Archival Products. Price also reflects 10% discount for being a member of the South Carolina Federation of Museums)

Lock for 5-drawer file	\$59.00
Shipping costs	\$165.30
Total	\$1,030.70

Project: Gomez Heritage Museum - Lower Level Renovations
 Client: Gomez Heritage Museum
 Location: Miraflo, Santa Barbara
 Ac. Feet: 2,482

Budget Estimate

Cost Code	Item Description	Estimated Value	SF Cost
Building Costs			
00890	Obtaining Permits and Licensing	\$1,141.00	\$0.43
02050	Demolition	\$2,100.00	\$0.70
02100	Asphalt Patching & Repair - Lower Level	\$9,770.00	\$3.87
02200	New Stairs and Railings	\$6,450.00	\$2.44
06400	Cabinets and Countertops	\$7,780.00	\$2.93
09250	Wood Stud Framing, Insulations, and Sheetrock	\$22,022.00	\$8.32
09600	Floor Finishes	\$5,225.00	\$1.11
08200	New Interior Doors and Hardware	\$6,890.00	\$2.11
08400	New Aluminum Borefront Entry Door	\$1,250.00	\$0.47
08300	New Overhead Door	\$3,315.00	\$1.25
09000	Acoustical Ceilings	\$4,284.00	\$1.60
09500	Painting	\$5,154.00	\$1.95
15500	New Heating and Air Conditioning	\$16,063.00	\$6.07
15400	Plumbing	\$7,600.00	\$2.87
10800	New Total Accessories	\$580.00	\$0.21
15300	Fire Sprinkler Modifications	\$5,000.00	\$1.99
18100	Electrical - Finished Research Area	\$23,200.00	\$8.77
18100	Electrical - Existing Rear Storage/Work Area	\$6,800.00	\$2.33
01500	Site Supervision, Telephone and Vehicle Expense	\$7,755.00	\$2.60
01300	Project General Conditions	\$14,714.00	\$5.66
01000	Equipment Rentals and Consumables	\$365.00	\$0.14
SUBTOTAL - BUILDING COSTS		\$161,022.00	\$65.65
	3% Contingency	\$4,000.00	\$1.51
	Design/Construction Documents	\$8,051.00	\$3.04
	Trialer Corporate Overhead	\$18,200.00	\$6.92
	Trialer Corporate Fees	\$12,200.00	\$4.51
	BUILDER'S RISK POLICY	\$1,022.00	\$0.39
TOTAL FACILITY COSTS		\$204,495.00	\$77.28

Descriptions & Clarifications

City of Miraflo
 sawtooth floor & patch; new door opening, bathroom dem, overhead door
 remove damaged areas, compact and re-apply brick with applied topping
 new stairs and railings from upper level
 new counter tops in research cubicles, new reception desk & counter
 new wood framing, R11 wall insulation, 5/8" sheetrock
 carpet in research areas, VCT in bathrooms and work area (NIC storage)
 metal door frames, wood doors, standard hardware
 aluminum frames, full glass, push-to-open hardware, lock, automatic wall
 insulated door, stainless lift, locks, bottom seal, manual operation
 new 2x2 aluminum grid system and lay in acoustical removed area
 walls, doors, trusses, stairs
 install one (1) 3 ton unit for research area, one (1) one-ton unit for the existing
 warehouse/storage areas; ductwork, exhaust fans, ductwork, pipes, traps
 rough existing steel for ADA & install new fixtures, metal supply/exhaust, flanges
 and fans for new ADA restrooms
 toilet paper holder, ADA grab bars, paper towel dispenser, mirror
 upgrade existing system for new layout, install drops to finish ceiling
 fluorescent can lighting to finished ceiling; fire alarm, new receptacles, phone
 & data, two (2) power poles for open area, switches and trim
 non-fluorescent strip lighting in work area three (3) retractable power reels
 switches
 Superintendent's salary, vehicle & gas, mobile phone
 mobilization, utility, temp facilities, temp protection, materials, dumpsite, initial
 general clean up, layout, management
 meet with tools and consumables
 Owner credited 100% of unused portion of Contingency
 site safety & waste review for permitting, construction debris (RCSD)
 certificate of insurance must be provided prior to start

Scheduled Duration: 7 weeks

I have read the guidelines for the Oconee County Local Accommodations Tax Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name Leslie White Title Director/Curator
Signature Leslie E. White Date _____
Address PO Box 395 Walhalla, SC 29691
E-mail info@oconeeheritagecenter.org Fax No. 638-2224
Phone Number (s) 864-638-2224

B. Alternate Contact _____ Title _____
Address _____
E-mail _____ Fax No. _____
Signature _____ Date _____
Phone Number (s) _____

**OCONEE COUNTY
LOCAL ACCOMMODATIONS TAX
GRANT APPLICATION FORM
FOR TOURISM RELATED PROJECTS**

I. APPLICANT

A. Name of Organization: Patriots' Hall; Oconee Veterans' Museum

B. Address: 13 Short Street, Walhalla, S.C. 29691

Mailing Address: P.O. Box 591, Walhalla, S.C. 29691

II. FUNDS REQUESTED

A. Local Accommodations Tax funds requested \$ ~~2000.00~~ / 1500.

B. How will these funds be used? These funds will be used to advertise and promote our Vet-Fest Motorcycle Event by purchasing space in appropriate magazines and newspapers. They will also be used for printing flyers and posters and for postage to mail the flyers beyond the 50 mile radius of Oconee County.

C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%

D. Funds furnished by your organization \$ as needed

Matching grant \$ N/A Source _____

Other Funding \$ as needed Source Sponsorships and reduced rates for services

E. Provide an itemized budget for your event and for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet. see attached

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title: Vet-Fest 2010

B. Description of project: The project is a motorcycle "Ride of Honor" open to all motorcyclists or vehicles that register and pay the fee. The event will include a send off breakfast starting at 7:30. An award ceremony to honor all of the riders and all veterans will take place following the ride. The ceremony will include live music, and commentary and presentations by local veterans and dignitaries

C. Who will benefit from this project? Since this event is unique to Oconee County, and offers a ride through our mountain and lake regions, it will draw riders, families and friends from a large geographical area. Consequently, local lodging facilities offering discounted rates, restaurants and retail shops will benefit. All veterans will benefit by attending the ceremony and proceeds will benefit Patriots' Hall.

IV. DATES OF PROJECT

Beginning: Saturday at 7:30 AM Ending: Saturday at 4:00 PM
This Saturday will be in late October or early November.

Nov. 13

V. APPLICANT CAREGORY

Government Entity: _____
 Non-profit Organization: Incorporation date 7-11-2003
Eleemosynary Organization under IRS Code: IRS # 65-11173385
Date of Determination Letter 4-7-2003

V. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? Vet-Fest 2010 will draw participants, their families and friends from a large geographical area including 4 states. Again this year, the event will try to include a "fly over" by a military aircraft during the ceremony that will be dedicated to honoring all veterans. Military related entertainment will be included. The event will start early enough in the morning and will encourage tourists from outside the county to spend the night before in the county. Discounted rates at local lodging facilities and restaurants will be offered. A silent auction will include donated items or passes from Oconee County attractions. Brochures will also be available.

How many visitors/participants attended the event last year and are anticipated this year? The event had 81 riders registered. 50% were from Oconee County, 15% from Pickens County, 10% from Anderson County, 15% from Greenville, 9% from Georgia, 1% from N.C and AL. The museum had 85 visitors sign the guest log. Many folks came for the entertainment and ceremony and were not able to be counted.

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? (See above) The PHA Membership database lists 15% of the membership as residing beyond a 50 mile radius of Oconee County. Members will be notified of the event by a newsletter. The success of last year's event should result in a larger attendance this year.

How many overnight stays were created by this event last year and are anticipated this year? 25 are anticipated for this year.

How do you plan to advertise this event beyond the 50 mile radius of Oconee County? This event will be publicized by radio stations and their affiliate stations, television announcements, newspaper promotions including *The Greenville News*, and *The Atlanta Journal*, specialized publications, web sites, posters, hand delivered and mailed newsletters and flyers, and tourist magazines.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shops or accommodation owners). Photographs included

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) There is a guest log at the museum that has a place for visitors to record their address including zip code, and how they heard about the museum. The website has a counter and includes a feed-back form to submit to the web master. Registration forms for the event include demographic data.

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of Auditor: Sherra Wood, Community First Bank

VIII. Will your project be using any funds from another group that received A TAX funds? No

I have read the guidelines for the Oconee County Local Accommodations Tax Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name A.J. Smith Title President
Signature A.J. Smith Date 1-29-10
Address 309 Cheyenne DR Westminster, S.C 29693
E-mail morehj@bellsouth.net Fax No. _____
Phone Number (s) (864) 280-0107 (cell) 864-972-8173 (home)

B. Alternate Contact CHARLES BAILETT Title PAST PRESIDENT
Address 9 BOYDERS LANE SALUDA SC 29676
E-mail www.260101001.com Fax No. _____
Signature Charles Bailet Date 1-29-10
Phone Number (s) 864-974-5112 (H) 864-557-0983 (C)

Itemized Budget

Vet-Fest 2010

INCOME

Registration Fees	\$3,500.00
Food Sales	\$200.00
Donations/Sponsors	\$500.00
T-shirt sales	\$500.00
Silent Auction	\$500.00
A tax grant	\$2,000.00

TOTAL \$7,200.00

EXPENSES

Marketing/Publicity	\$1,000.00 ✓
Printing (maps, forms, flyers, posters)	\$500.00 50% → 750
Postage	\$500.00 50% → 750
T shirts	\$300.00
Porta Toilets	\$300.00
Awards	\$1,000.00 ✓
Web Site	\$100.00
Tents, chairs, tables	\$500.00

TOTAL \$4,200.00

1600+ eligible

Mkt 1000 → 1500
Print 250
Post 250

100

1600

2009

Vet Fest Advertising

- X WGOG affiliates in GA, NC Gary Butts
- X WSNW affiliates outside of Oconee County, GA/NC/SC
- Channel 4 WYFF NBC ✓
- Channel 13 ABC ✓
- Channel 21 FOX ✓
- Greenville News ✓
- Anderson Independent ✓
- Atlanta Journal ✓
- Columbia, S.C. newspaper ✓
- US Rider News Bill Galloway ✓
- Oconee Magazine Van Miller ✓
- Others

Lodging Partners listed on web site (reduced rates?)

Devils Fork State Park Villas

Sunrise Farm B & B

Jameson Inn, Seneca

Best Western, Seneca

Three Pines View Lodge

Oconee Heritage

Patriot's Hall Honoring Oconee's Veterans

Nearly 8000 citizens of Oconee County's approximately 71000 residents are veterans, having served the United States in some capacity in a branch of military service during their lifetime. One in three families in Oconee have a veteran in their household. With such a strong history of dedicated service to our country in the form of military service, it is only befitting that Oconee has a place to



honor and pay respect to these men and women. Thanks to a group of dedicated volunteers, such a place exists – not only to honor the service of the veterans but also to provide the public an opportunity to learn more about each war.

Patriot's Hall: Oconee Veterans Museum, is located at 13 Short Street in Walhalla in what was formerly known as "The Old Rock Building". It was built in 1933 and is located behind the Oconee County Courthouse. The museum offers an opportunity for Oconee citizens, their families, visitors, school groups and community organizations to see how veterans have contributed and sacrificed for their country, the world, and for the cause of freedom. According to

Bud Lorsch, one of the founding members of the Patriot's Hall Association, the "Old Rock Building" was slated to be demolished. Bud and a small group of veterans and concerned citizens convinced the county to allow them to renovate the building and establish Patriot's Hall as the Oconee Veterans Museum. The building, built by the Civilian Conservation Corp and Works Project Administration, had served as the county's first public library, and later as part of the Oconee School District, and even had a short stint as a jail – for three days. After three years of renovation, the building today houses artifacts from the Revolutionary War, Civil War, World Wars I and II, Korean and Vietnam conflicts, to today's conflicts in Iraq and Afghanistan. Many of the artifacts, uniforms, photographs and personal stories have been donated by local citizens and offer a compelling insight into the human drama of some of Oconee's own veterans. The Association encourages local citizens to donate military items. Students at Clemson University have recently dedicated time and energy to record on-camera the compelling stories of local veterans. These interviews are available to the public for viewing. Veterans are able to record their own military histories on camera. These interviews are shown to museum visitors on a DVD format.

The non-profit Patriot's Hall Association offers annual memberships, holds monthly Board of Directors meetings, and an annual appreciation dinner for members in November. The museum is operated by an all-volunteer staff. While the museum is open on Saturdays for visitors from 10 a.m. – 3 p.m., arrangements for private tours by individuals, families, groups, schools and civic groups can also be made. A library is available for research and book checkout. There is a "Walk of Honor" in front of the museum which is being paved with bricks purchased in memory



of, or to honor a person or historic event. For more information call Board President Charlie Brickett at 864-944-5112 or visit the web site at www.oconeeveteransmuseum.org.

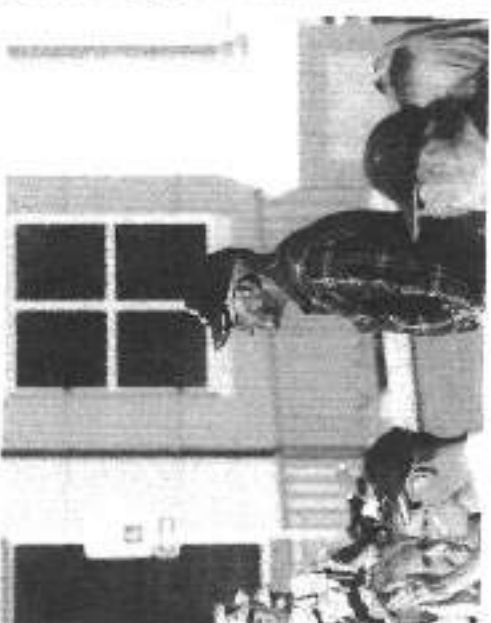
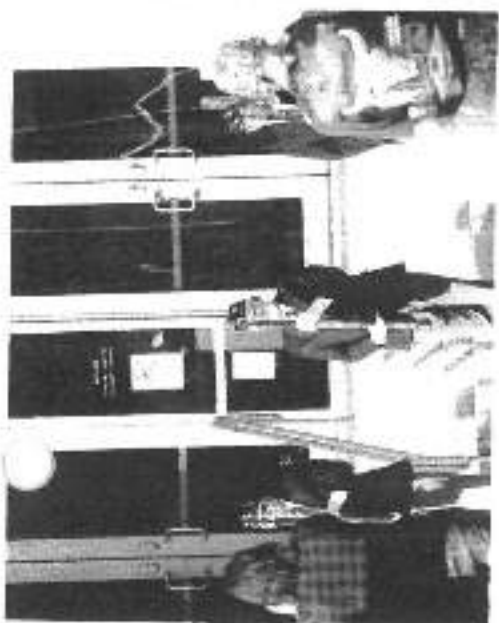
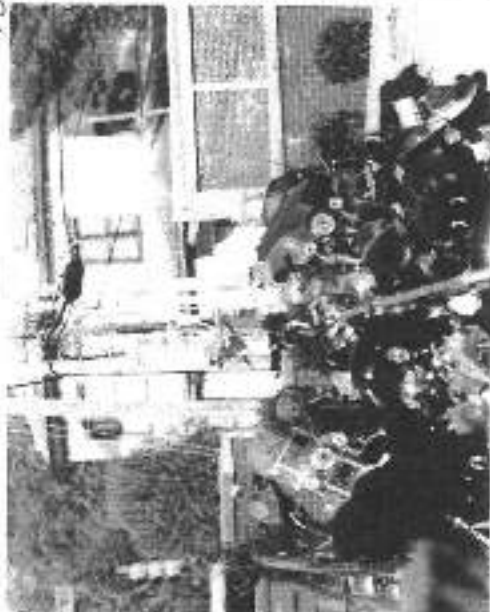
Being a non-profit organization, the Patriot's Hall Association relies on new memberships, donations, and grants. Events are held throughout the year to increase its funding source and increase public awareness. The following information describes an upcoming event.

VET FEST

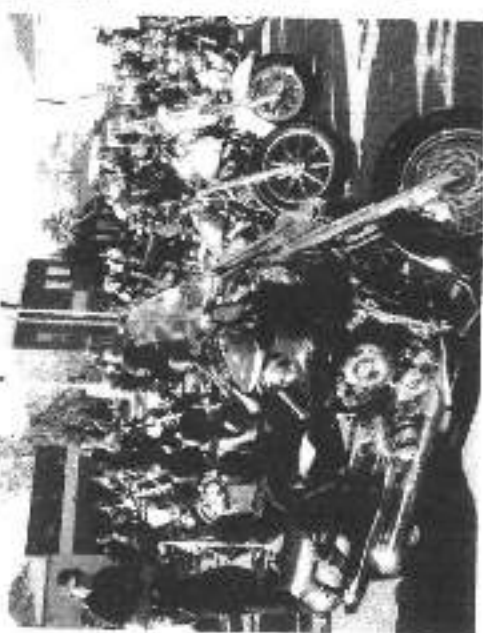
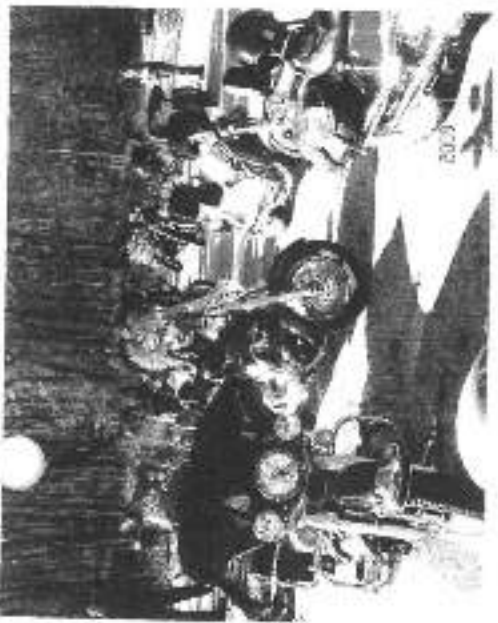
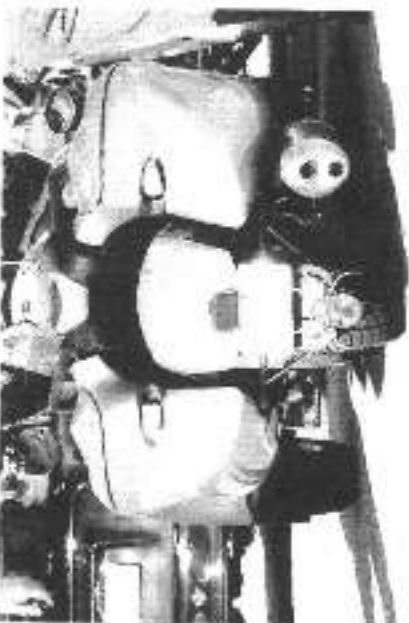
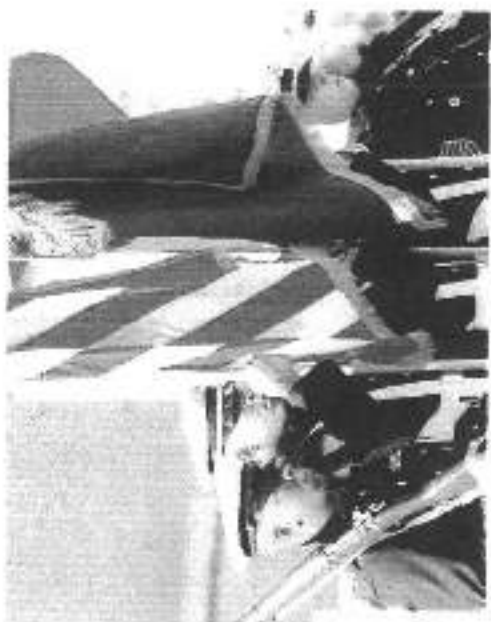
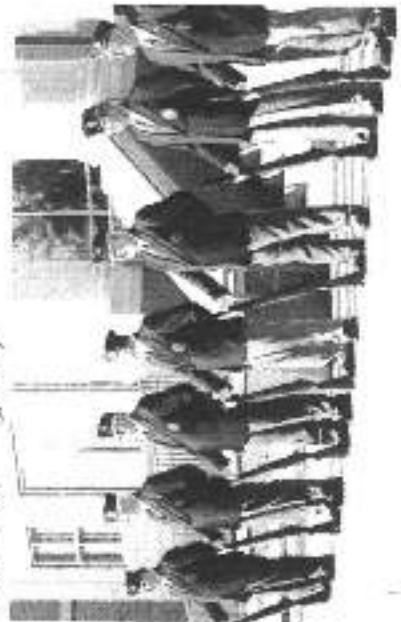
Vet Fest will be held November 13th and 14th. Featured will be a classic car and motorcycle Cruise-In on Friday evening from 6:00 to 9:00. On Saturday morning an 80 mile Ride of Honor will begin at 9:00. Both of these events will take place on the grounds between the county courthouse and Patriot's Hall. Throughout each event there will be live entertainment and refreshments and the museum will be open to visitors. A tribute will be paid to all veterans on Saturday. For more information or to register, call 877-685-2537 or visit www.vet-fest.com. All proceeds from both of these events are for the benefit of Patriot's Hall.



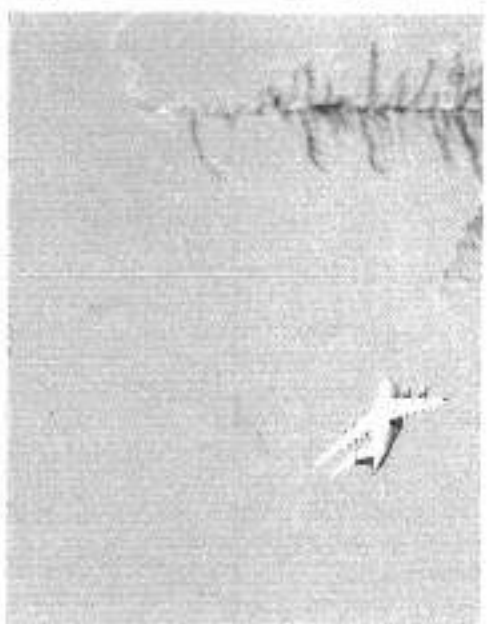
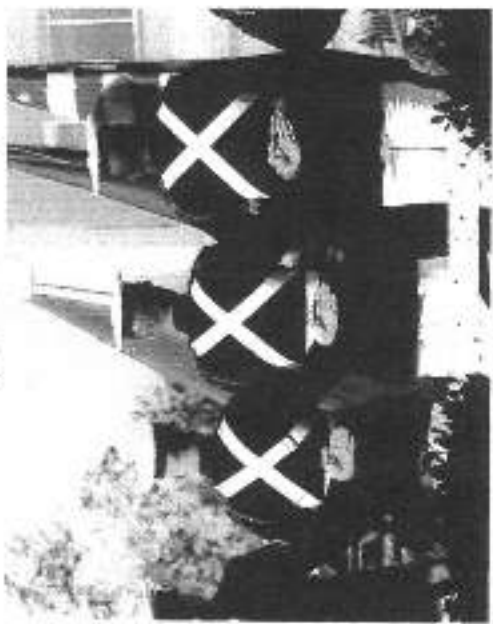
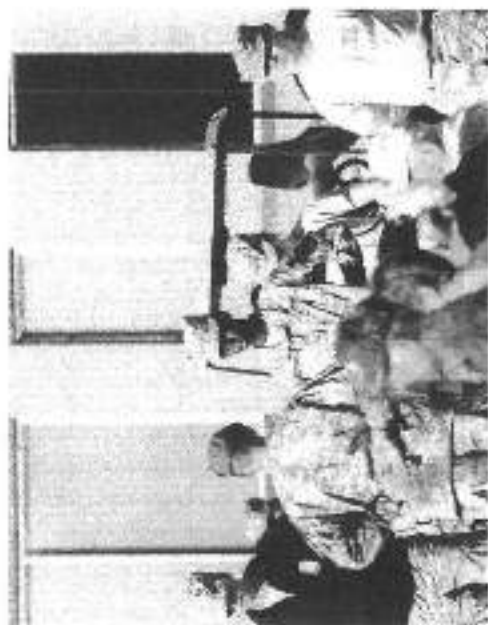
Vest-Fest 2009



Vet. Fest - 2009



Vet Fest 2009



**OCONEE COUNTY
LOCAL ACCOMMODATIONS TAX
GRANT APPLICATION FORM
FOR TOURISM RELATED PROJECTS**

I. APPLICANT

A. Name of Organization BATTLE OF OCONEE COMMITTEE

B. Address P.O. BOX 53
SENECA, SOUTH CAROLINA 29679

II. FUNDS REQUESTED

A. Local Accommodations Tax funds requested \$ 2500.⁰⁰

B. How will these funds be used? ADVERTISING FOR THE
"BATTLE OF OCONEE" CIVIL WAR RE-ENACTMENT,
LIVING HISTORY AND DISPLAY - JULY 16-18 2010.

C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%

D. Funds furnished by your organization \$ 3000.

Matching grant \$ - Source -

Other Funding \$ - Source -

E. Provide an itemized budget for your event **and** for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title BATTLE OF OCOONEE CIVIL WAR RE-ENACTMENT

B. Description of project THREE DAY LIVING HISTORY DISPLAY AND RE-ENACTMENT. WE WILL ALSO HAVE PERIOD CIVIL WAR SUTLERS AND FOOD ITEMS FOR SALE TO THE SPECTATORS.

C. Who will benefit from this project? YOUNG AND OLD WILL BENEFIT WITH THIS EVENT. IT IS BOTH EDUCATIONAL AND ENTERTAINING WITH THE LIVING HISTORY & CIVIL WAR BATTLE. ALSO, OUR COUNTY SHOULD BENEFIT WITH THE LARGE NUMBER OF TOURIST AND TOURIST DOLLARS SPENT IN OUR AREA FROM THIS EVENT.

IV. DATES OF PROJECT

Beginning JULY 16 Ending JULY 18, 2010

V. APPLICANT CATEGORY

Government Entity: _____

Non-profit Organization: Incorporation date 03-17-07

Eleemosynary Organization under IRS Code: IRS # 80-0294074

Date of Determination Letter 03-17-07

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? IT WILL BRING IN RE-ENACTORS FROM OTHER COUNTIES & OTHER STATES ARE EXPECTED. RE-ENACTORS FAMILIES & FRIENDS WILL BE IN OUR COUNTY ALSO. LAST YEARS EVENT WAS A GREAT SUCCESS WITH THE NUMBER OF TOURIST WE HAD AND WE EXPECT AN EVEN LARGER TOURIST ATTRACTION THIS YEAR.

How many visitors/participants attended the event last year and are anticipated this year? APPROX. 1400 VISITORS/PARTICIPANTS LAST YEAR
WE EXPECT AN INCREASE OF APPROX. 30% IN BOTH CATEGORIES THIS YEAR.

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? 400 (APPROX.) LAST YEAR
600-800 (APPROX.) THIS YEAR

How many overnight stays were created by this event last year and are anticipated this year? APPROX. 175 LAST YEAR / APPROX. 250+ THIS YEAR

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

NEWSPAPERS / CIVIL WAR MAGAZINES & WEBSITES / FLYERS / RADIO / SIGNS / TV
Clarify advertising

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) NEWSPAPER INFO.

AND T.V. AD — DVD OF "BATTLE OF O'CONNOR"

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) RE-ENACTOR LOGS, WEBSITE HITS, GUEST INFO.

ESTIMATED MONEY SPENT IN O'CONNOR COUNTY BY PARTICIPANTS (ON REGISTRATION INFO)

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor N/A

I have read the guidelines for the Oconee County Local Accommodations Tax Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name GERALD K. RACKLEY Title CHAIRMAN
Signature *Gerald K. Rackley* Date 01-07-10
Address P.O. BOX 53 SENECA, SOUTH CAROLINA 29679
E-mail — Fax No. —
Phone Number (s) 864-882-1131

B. Alternate Contact Bob Bennett Title Treasurer
Address 230 Reed Cobb Rd, Westminster SC, 29693
E-mail Redbelly52@yahoo.com Fax No. —
Signature *Bob Bennett* Date 1-8-10
Phone Number (s) 864-647-0561

Grant Processing Report

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Oconee County Local Accommodations Tax
Grant Application

BATTLE OF OCONEE EVENT JULY 16-18
ITEMIZED EVENT BUDGET

LARGE EVENT TENT	500.00
CHAIRS	50.00
GENERATOR	50.00
TABLES	50.00
FIRE WOOD	200.00
HAY	50.00
GAS FOR GENERATOR	30.00
FOOD FOR RE-ENACTORS	400.00
SIGNS	100.00
PORTA-JOHN'S	800.00
WATER	100.00
PROP. USE-FEE	600.00
BOUNTIES FOR RE-ENACTORS	<u>700.00</u>
	3630.00 TOTAL

**OCONEE COUNTY
LOCAL ACCOMMODATIONS TAX
GRANT APPLICATION FORM
FOR TOURISM RELATED PROJECTS**

I. APPLICANT

- A. Name of Organization Cherokee Bear Club of South Carolina
- B. Address 65 Plantation Road
Waltham, S.C 29691

II. FUNDS REQUESTED

- A. Local Accommodations Tax funds requested \$ 7,500⁰⁰
- B. How will these funds be used? The funds will be used to purchase and install sign lettering on the front wall of the "Museum of the Cherokee in South Carolina" located at 50 Short Street, Waltham
- C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%
- D. Funds furnished by your organization \$ _____
- Matching grant \$ _____ Source _____
- Other Funding \$ _____ Source _____
- E. Provide an itemized budget for your event **and** for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title Museum of the Cherokee in South Carolina

B. Description of project We would like to purchase and install sign lettering on the front of the structure at 20 Short Street in Wallula to read "Museum of the Cherokee in South Carolina" to identify our facility.

C. Who will benefit from this project? This museum would be the center for the study of the Native American (Cherokee) heritage of Oconee County. It will benefit tourists and local residents.

IV. DATES OF PROJECT

Beginning April 2010 Ending December 2010

V. APPLICANT CATEGORY

Government Entity: _____

Non-profit Organization: Incorporation date June 29, 2006

Eleemosynary Organization under IRS Code: IRS # 03-0592116

Date of Determination Letter June 29, 2007

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? Tourists will come to Oconee County to visit the only Native American museum in South Carolina!

How many visitors/participants attended the event last year and are anticipated this year? N/A

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? N/A

How many overnight stays were created by this event last year and are anticipated this year? N/A

How do you plan to advertise this event beyond a 50 mile radius of Oconee County? brochures

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

letters of support

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) guest logs

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor _____

I have read the guidelines for the Oconee County Local Accommodations Tax Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name Dr. David LaVere Title Museum Director

Signature Dr. David LaVere Date 1-4-10

Address 120 Reil House Drive, Milledgeville, S.C. 29691

E-mail cedric@windyprng.com Fax No. _____

Phone Number (s) 864-635-8692

B. Alternate Contact James Nichols Title Chief

Address 120 Dusty Lane, Milledgeville, S.C. 29691

E-mail _____ Fax No. _____

Signature James Nichols Date 1-4-10

Phone Number (s) 864-944-0108 / 864-723-2984

Grant Processing Report

- 8 -

Woodland Manufacturing, Inc. Shopping Cart System**FLAT CUT METAL LETTERING (Stainless Steel - Natural Satin (Alloy C316)) Deleted.**Please review the items in your cart and then click *Proceed to Checkout* below.

Qty	Name	Options	Price	Total	Delete
34	FLAT CUT METAL LETTERING (Stainless Steel - Natural Satin (Alloy C304))	10 INCH HIGH X 1/4 INCH THICK - Stud Mount Included - (\$94.50 each) Click Here to select a font helvetica Museum of the Cherokee in South Carolina	\$94.50	\$3,213.00	<input type="button" value="Delete"/>
	HEIGHT:				
	FONT TYPE:				
	-OR- CUSTOM FONT:				
	LETTERING NEEDED:				
	SPECIAL INSTRUCTIONS:				
	MOUNTING TYPE:	Stud Mount			
	TEMPLATE INCLUDED:	Yes			

Order Sub Total**Amount: \$3,213.00****Shipping Type**

STANDARD CONTINENTAL US (Should arrive 10-15 business days)
 RUSH CONTINENTAL U.S. (Should arrive 3-5 business days)
 CANADA & NON-CONTINENTAL U.S. (Alaska & Hawaii) (10-15 days)
 INTERNATIONAL COUNTRIES (Including PR) - Contact Us For Orders Over \$500

Shipping/Packaging Total Cost

\$25.95 **\$3,238.95**
 \$125.00 **\$3,338.00**
 \$35.00 **\$3,248.00**
 \$0.00 **\$3,213.00**

Shopping Cart Items: 2

Remove	Description	Quantity	Unit Price	Total
<input type="checkbox"/>	Stainless Steel Letters - Helvetic 10" Height: 10" Features/Options: Stud For Brick .Natural Satin A 1/4" Thickness Please type numbers or sign letters the way you want them to read in UPPER or LOWER case for this Font. Museum of the Cherokee in South Carolina Total Characters=34 Click Here to Add Installation Pattern	1	\$3,284.40	\$3,284.40
<input type="checkbox"/>	Stainless 10-Inch Installation Pattern	1	\$102.00	\$102.00
			Product Cost	\$3,386.40

These are your current items in your shopping cart.
 You can alter the quantity and then click recalculate.
 To delete an item, click the check box and then recalculate.
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ML > Sign Letters > Stainless Steel > Natural Satin > 1/4" Thick

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1 Product

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10" Stainless Steel Letters (1/4" deep) - Satin Finish 011-801-0250-W-10 Product Application: Metal Sign Letters > Stainless Steel > Natural Satin > 1/4" Thick --- Lettering Desired - Museum of the Cherokee in South Carolina Typestyle - Helvetica --- Mount Methods - Studs for Brick --- Mounting Pattern - Full Pattern The Pattern Cost is \$170.00	\$3,022.00	1	\$3,022.00	Delete

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**OCONEE COUNTY
LOCAL ACCOMMODATIONS TAX
GRANT APPLICATION FORM
FOR TOURISM RELATED PROJECTS**

I. APPLICANT

A. Name of Organization - Historic Old Pickens Foundation

B. Address - Old Pickens Presbyterian Church
303 Old Pickens Church rd.
Seneca, SC, 29672

II. FUNDS REQUESTED

A. Local Accommodations Tax funds requested \$ 1500

B. How will these funds be used? Acquired funds will be used as a means of procuring toilet facilities for the event and paper flyers and postage to spread awareness, as well as providing means to purchase Marketing/PR spots in venues such as publications, radio, newspapers and the HOPF website.

C. Estimated percentage of costs directly attributed to attracting or serving tourists? - 70%

D. Funds furnished by your organization \$ 500.00

Matching grant \$ n/a Source _____

Other Funding \$ n/a Source _____

E. Provide an itemized budget for your event **and** for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

III. NARRATIVE PROJECT DESCRIPTION

HOPF Itemized Budget

HOPF Budget	\$500.00
Projected Income	
Food Sales-	\$500.00
Craft Sales-	\$100.00
Donations-	\$200.00
Grant-	\$1,500.00
Total Projected Income-	\$2,300.00

Expenses

Marketing/PR	\$235.00 ✓
Printing (flyers)	\$250.00 ✓
Postage	\$160.00 <i>sl. based (50%) - \$80.</i>
Toilets	X \$200.00
Sink	X \$100.00
Web site updates	\$100.00 ✓
Food costs	X \$125.00
Tables/Chairs	X \$150.00
Tent	X \$50.00
<i>X = operational cost (not eligible)</i>	
Total Expenses	\$1,370
<u>Projected Net Gain</u>	<u>\$930.00</u>
<u>(Including Grant)</u>	

Eligible

Marketing	- 235.
Printing	- 250.
Postage	- 80.
Web	- 100.
	<hr/>
	665.

A. Project Title- Spring Time Gathering

B. Description of project - The Spring Time Gathering will be an Old Time traditional style event that features a traditional shape note singing group with members from across the Southeast, a short traditional sermon, hotdog plates and desserts, guided tours, raffle, and fun and fellowship that brings awareness to the historic church.

C. Who will benefit from this project? - Beneficiaries of the Spring Time Gathering include a variety of "Friends of Old Pickens" members from across the country, including such places as California, Arizona, Minnesota, Alabama, etc; in addition to a variety of church groups and history lovers targeted from 50+ miles away. Also benefiting will be the Old Pickens church itself, as a beacon of Oconee's rich history that will help serve the county as a means of increasing tourist interest in the area.

IV. DATES OF PROJECT

Beginning - Saturday Ending- Saturday
Saturday in early May, with programs extending from 10:00 a.m. until early evening

V. APPLICANT CATEGORY

Government Entity: _____

Non-profit Organization: Incorporation date- N/A

Eleemosynary Organization under IRS Code: IRS # 57-1084542

Date of Determination Letter- August 31, 1999

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? The Spring Time Gathering will not only be a draw to locals interested in Oconee County history, but will also appeal to a number of "Friends of Old Pickens" who are stationed across the country, their friends and relations. In addition, advertisements placed in papers and news sources as far away as Greenville, Columbia, and Atlanta will help garner tourist interest not only in one of Oconee's most historic sites, but also in other historic and scenic offerings the county has in the Old Pickens area of Salem, Keowee, Walhalla, and Seneca; raising awareness of the church and Oconee County as a whole.

How many visitors/participants attended the event last year and are anticipated this year? - Similar past events held at the Old Pickens church drew an average of 100 visitors. For this year's event, 150+ are expected to attend due to a planned wider range for PR/Marketing in addition to extra activities such as food sales, vendors, raffle, and guided tours.

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? 35%

How many overnight stays were created by this event last year and are anticipated this year? 25%

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

Planned advertisements for the HOPF "Spring Time Gathering" include a special advertisement on the HOPF webpage, Facebook updates, a purchased ad in "Oconee Magazine," ads in Atlanta, Greenville, and Columbia news sources, radio spots, mailers to all "Friends of Old Pickens" members outside South Carolina, and flyers posted in areas such as Greenville and other locations near Oconee but over fifty miles away.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) - See attached photographs of recent, similar events.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) - During the event, sign in sheets and guest logs as well as a website hit count will be used to record demographic data.

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor - James Holmquist





101



102



103

I have read the guidelines for the Oconee County Local Accommodations Tax Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name Les McCall Title President Elect
Signature *Les McCall* Date 1-29-2010
Address 305 W. Abbey St., Westminster, SC, 29693
E-mail mccall@oconeeheritagecenter.org Fax No. 864-638-2224
Phone Number (s) (864) 247-5709

B. Alternate Contact Joyce M. Buckett Title Vice President BOD
Address 4 Bowsprit Lane, Salem, S.C. 29676
E-mail joycemb@aol.com Fax No. _____
Signature *Joyce M. Buckett* Date 1-29-2010
Phone Number (s) (864) 944-5112

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 6 :00 PM

ITEM TITLE OR DESCRIPTION: Request for matching bond for USDA grant for new Oconee County library

BACKGROUND OR HISTORY: The Oconee County Library Board of Trustees is requesting the Oconee County Council to secure \$6.1 million in U. S. Department of Agriculture General Obligation Bonds for the construction of a new county library in Seneca, subject to the condition that these bonds be met by a grant of \$2.5 million by the US Department of Agriculture. The General Obligation Bonds will be through the US Department of Agriculture at a 40 year term with 4% annual interest, with no penalty for prepayment.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly:

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

Annual debt service of \$308,193.28 and increase in operating costs of \$91,000.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much: US Department of Agriculture is willing to match with \$2.5 million.

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

_____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:


Department Head/Elected Official

, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



Oconee County Planning Department

415 S. Pine Street, Walhalla, SC 29691

Telephone: 864-638-4218
Fax: 864-638-4158

April 7, 2010

To: County Council
County Administrator

From: Art Holbrooks

Re: Planning Commission Recommendation Regarding Loan/Grant for Library

This is to confirm that on April 5, 2010, the Planning Commission received a briefing from the Library Board regarding the potential of pursuing a combination grant and loan from the USDA for use in construction of the proposed Seneca Branch Library. The Board informed the Commission that their plan was, if approved by Council, to seek a \$2.5 million grant and a \$6.1 million GO bond from USDA. This total would then be supplemented with \$500,000 from private donations. The Board asked for the Commission's support in approaching Council to seek approval.

Following the briefing and discussion, the Planning Commission voted unanimously to recommend that Council approve the plan to seek the grant/loan, and if approved, to construct the new Seneca Branch Library within 18 months.

Please do not hesitate to contact me for more information.

Cc: Clerk to Council

Funding Presentation for Library in Seneca

Planning Commission – April 5, 2010 by John W Adams

Opening

Good evening Commissioners, Art Holbrooks and guests, my name is John Adams, former Chairman of the Library Board of Trustees, and now continue to serve as Chairman of Oconee County Public Library capital projects.

Thank you again for hearing our case, and giving us an opportunity to answer any question. With this in mind, we respectfully request noting any question that you have, and we will field those after Debi Green's remarks. We feel this will expedite the meeting, while still accomplishing everyone's goals.

Five Year Plan

The handout is a copy of the five-year Capital Project Plan previously submitted to the Capital Projects Commission. There will be more on this later, but this document contains answers to many questions you might have. Mainly, for the purpose of this meeting, I want to again emphasize that our library plans have never been just about Seneca, as will be discussed in more detail.

Now, I will move into the history of the library in Seneca, and how we reached the point of this meeting today.

History of Library in Seneca

- The library in Seneca was built and operated by the City of Seneca in 1968 which, at the time, contained about 5,000 square feet. In 1985, the library and land was deeded through donation to Oconee County, and an addition of about 4,000 square feet was added by the County. The library has operated as part of the Oconee County Public library system ever since.
- Due to the development of the Duke Power plant and Lake Keowee, and growth that followed, in the year 2000, County Council commissioned a Providence Associates study of the entire library system. This study was complete in April of 2002 after much public input. Based on the study, a five-year capital plan was established based on priority, to include the library in Seneca we are now discussing, as-well-as a 3,000 SF addition to the library in Westminster, a new 6,000 SF library in the Fairplay area, and a new 5,000 SF library in Salem.
- To commence the five-year building plan supported by the study, priority has been given to the highest need, i.e., the new library in Seneca. Through a feasibility study and other evaluation, and with the cooperation of the SDOC, a parcel of approximately five-acres was donated to Oconee County on September 30, 2008, for library purposes. The deed contains a clause giving five years from this date in which to start construction of a new library. Not doing so will cause property ownership to revert back to the School District. Any alternate use is subject to the prior approval of the School Board. To date, about a year-and-a-half of that period has expired.
- The Library Board has master-planned with the School District for a proper location and presentation for the new library on the Blue Ridge Elementary School site. In addition, the City of Seneca plans to build three regulation baseball fields on School District property at the rear of the school.

- Through a number of meetings, with the County Planning Director, the Planning Director of Seneca, the County Facilities Department head, Library Board members, staff and library architects, a space program was created identifying the needs and function of the new library. Building plans and renderings were developed in response, which you have previously received.
- The new library in Seneca was part of a referendum vote in 2006 containing some 32 projects, at a time when an unpopular property re-assessment had occurred. As a result the effort failed.
- More recently, at the request of the Capital Projects Commission, the Library Board of Trustees submitted a detailed five-year plan for consideration. Along with other requests, this information was to be prioritized and delivered to County Council for an up-or-down vote. Instead, the information was circulated privately to individual Council members and the effort never saw the light of day. It now appears we simply wasted time playing by the rules given us.
- Now, we have a substantial opportunity to finally move ahead with the cornerstone of our five-year plan . . . the new library in Seneca. As presented, we may qualify for up to 35% of the project cost in a USDA Grant, with a General Obligation Bond as foundation. We are proposing that County Council support a \$6.1 million USDA General Obligation Bond for a term amortized over 40 years at a fixed interest rate of 4% (as of March 31, 2010). There is no penalty for pre-payment. This commitment would be conditioned upon qualifying for not less than a \$2.5 million USDA ARRA Grant. In a show of our own commitment, the Library Board of Trustees has committed to raise up to \$500k for the balance budgeted for completion. Once approved for funding, we will go right into the final design and engineering phase, and turn our work over to purchasing for bid purposes.
- If approved, this will be the first public building built in Oconee County in more than 30 years that serves roughly half the citizens in a positive way. This is not only a quality of life issue; it is an economic development issue. This is a building you don't have to be summoned to. People go to the library for job searches, research, entertainment and leisure purposes. For people applying for a job that requires computer access, and they have none, they will not go to the economic development office, they are likely to go to a nearby library. And, in Oconee County as with other libraries, it is the third place, i.e., away from work or chores at home.

Critical Points

You can see on our five-year plan, \$1.8 million for renovation and expansion of the library in Walhalla. This includes connecting the two loft areas resulting in more functional space, and adding an elevator for enhanced access and moving of materials from one level to the other.

As designed, the new library in Seneca would accommodate all or most back-office functions now housed at the Walhalla location. If we can accomplish this, then we will be in a position to reduce the \$1.8 million Walhalla number down to \$300k or less. This freed space will accommodate the following at Walhalla without having to expand the existing footprint. These are:

- A larger and more secure children's area;
- A doubling in the size of the South Carolina room where County archives are kept;
- Addition of a computer training lab;
- And more room as needed for materials.

This will result in improvement savings to the County of about \$1.5 million alone. This is real money.

That brings us to the disposition of the current library building and property in Seneca.

There has been some interest by others in the building and land where the library is now. There are at least some options the County can consider, as follows:

- The County may have an interest for other County uses;
 - The County could engage in a sealed-bid sale;
 - Proceeds from a sealed-bid sale could go to offset construction or other costs related to the new library project;
 - Or, the building and property could be returned to the City of Seneca, which may be the most honorable act.
-

Finally, we are here tonight to request your support to County Council for the funding structure proposed for the new library in Seneca. There will be more detail on this, but essentially a \$6.1 million General Obligation Bond through USDA with a term of 40 years at a fixed interest rate of 4% (as of March 31, 2010), which can be prepaid without penalty. This financing is to be matched by a \$2.5 million USDA ARRA grant. Assuming approval of this structure, the Library Board of Trustees has agreed to raise the \$500k balance from private donations or other grant funding that may come available.

In short, of the \$9.1 million total, the County would only be responsible for about two-thirds.

Thank you again for your consideration and support.



mc millan | paz dan | smith
a r c h i t e c t u r e

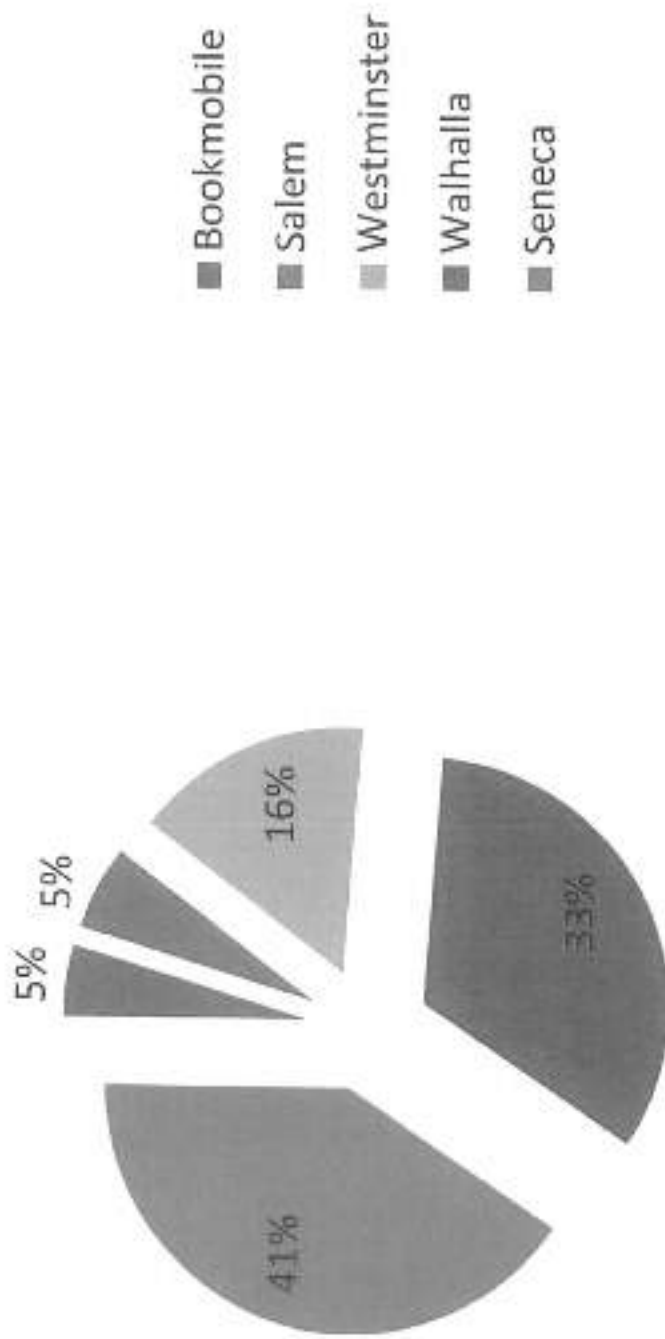
OCONEE COUNTY PUBLIC LIBRARY

Cost Estimate for New Facility in Seneca, South Carolina

December 18, 2009

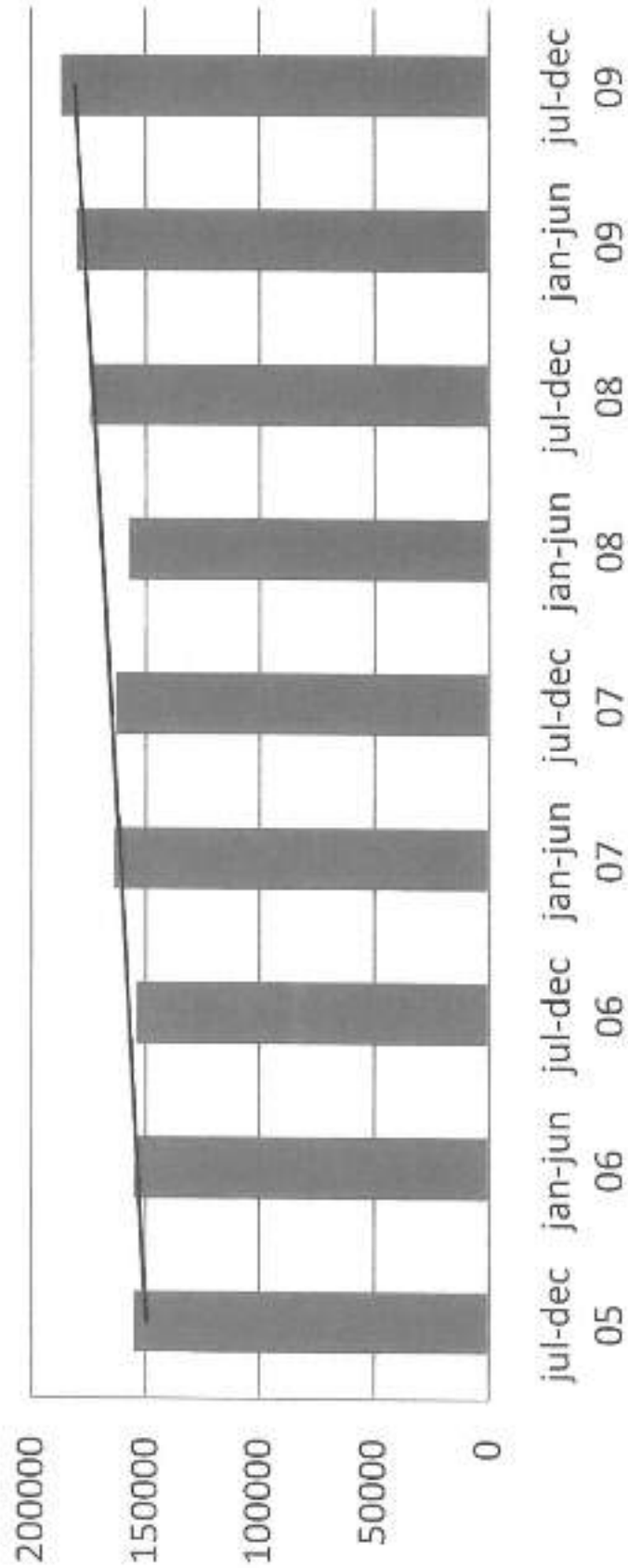
Estimated Building Construction Costs for 33,000 Square Feet New Two Story Brick and Sloped Roof Facility (\$190/ SF) Based on Beginning Construction Fall of 2010	\$6,270,000
Estimated Site and Utility Costs with 130 Parking Spaces	<u>\$ 480,000</u>
Total Estimated Building Construction Costs	\$6,750,000
Estimated Costs for Design, Survey, Testing and Inspec. Fees	\$ 742,500
Estimated Costs for Furnishings and Equipment (\$30/ SF)	\$ 990,000
Estimated Costs for Information Technology (\$10/ SF)	<u>\$ 330,000</u>
Total Estimated Costs for Fees Furnishings and Equipment	\$2,062,500
TOTAL BUDGET ESTIMATE	\$8,812,500

OCPL Circulation Jul-Dec 09 by Branch

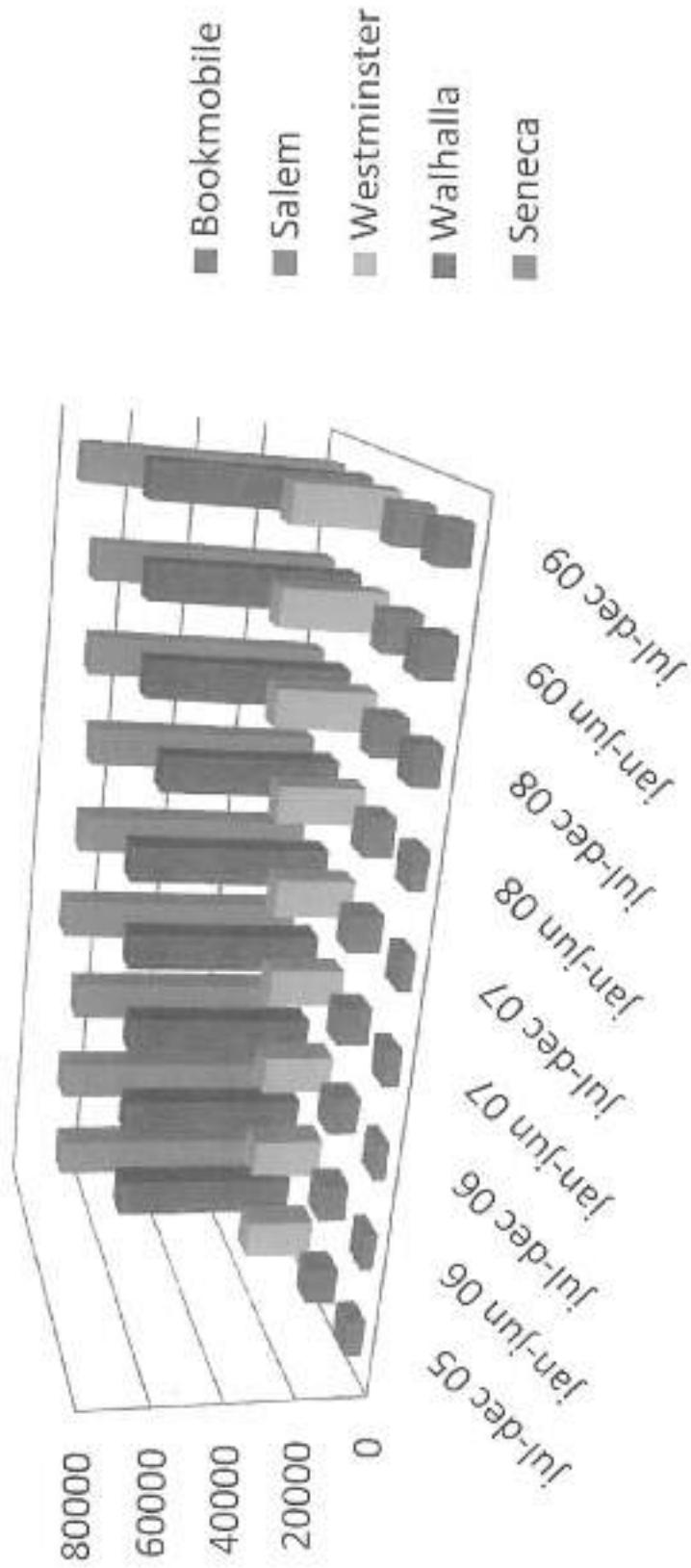


OCPL Circulation by Six Month Blocks

with linear trend line



OCPL Circulation by Branch



CAPITAL PROJECTS CRITERIA

Project Name: Oconee County Public Library

Submitted by:

Contact person: Biff Kennedy, Chairman, or John W Adams, Library Capital Projects.
Telephone number: Biff – (864) 882-1477, or John – (864) 886-8880
E-mail address: Biff - kennedy5220@bellsouth.net; John - john@adamscommercial.com

Project Description: Five-year capital facilities plan

- Build and equip 35,238 SF Oconee County Public Library in Seneca (replacement). \$9,100,000
- Expand Oconee County Public Library in Westminster by 3,700 SF (expansion). \$1,000,000
- Build and equip 7,400 SF South County Oconee County Public Library (new). \$2,000,000
- Renovations to Oconee County Public Library in Walhalla (internal expansion) \$1,800,000^A
- Build and equip 6,200 SF Oconee County Public Library in Salem (replacement) \$1,750,000

^ANote: Could be less if Seneca location is built and occupied as planned.

Describe Purpose and Need:

To support population growth that has occurred over the past 30 years, and projected growth over the next 30 years or more. To replace inadequate and/or functionally obsolete facilities. Improvement to quality of life in Oconee County, a stated objective the Oconee by Choice 20-Year Plan, as well as the Oconee County Comprehensive Land Use Plan.

What are the benefits and value to the citizens of Oconee County?

Libraries are a portal of information delivered through a number of media. Recognizing the continued value of books, while delivering information which takes advantage of contemporary and developing delivery systems and devices. It is a safe place, and offers assistance to newcomers, job-seekers, training, and researchers, while also allowing access to community meeting rooms. There are extensive children's programs through-out the year. The Oconee County Public Library maintains the "South Carolina Room," having historical material, much of which is not available through any other source.

How many citizens will benefit from this project?

Assuming a County population of 71,274 (from 2008 EDC estimate), 49% of County residences (approximately 34,800) hold a current active library card.

Cost of project:

\$15,650,000 – See Project Description for project cost breakdown.

To build or buy?

- Seneca – Build (Have Land)
- Westminster – Expand (Working with City on adjoining City-owned land – Included in estimate)
- South County – Build (Need land – Included in estimate)
- Walhalla – Renovations (No land needed)
- Salem – Build (Need land – Included in estimate)

To operate? – Over time, in addition to existing where applicable.

- Seneca facility operations - \$1.20-\$1.44 per square foot annually
- Seneca staff - Pre-opening and opening (first year) - \$343,635; \$549,348 annually thereafter**

- Westminster facility operations - \$1.56 per square foot annually
- Westminster staff - \$100,743 annually**
- South County facility operations - \$1.56 per square foot annually
- South County staff - \$175,584 annually**
- Walhalla facility operations - \$1.165 per square foot annually
- Walhalla staff - \$202,713 annually**
- Salem facility operations - \$1.56 per square foot annually
- Salem staff - \$84,066 annually**

** Note: Staffing figures include customary "benefit package" allowances.

Time required to build or buy? - Estimated

- Seneca - Time to build - 4-6 mos. for design, and 10-12 mos. for construction
- Westminster - Time to renovate - 4-6 mos. for design, and 6-8 mos. for renovation
- South County - Time to build - 6-7 mos. for design, and 9-10 mos. for construction
- Walhalla - Time to renovate - 3-4 mos. for design, and 4-6 mos. for renovation
- Salem - Time to build - 6-7 mos. for design, and 9-10 mos. for construction

Where will the project be built or purchase placed?

- Seneca - On 5-acre site on South Highway 59 (donated by SDOC)
- Westminster - At existing site in cooperation with the City of Westminster
- South County - To be determined
- Walhalla - Within existing structure (renovation only)
- Salem - To be determined

Are other funding sources available? Y or N - Yes, if granted/approved

1. County Council (mix of bonding and funds on hand)
2. Possible grants
3. Possible donations for furniture, fixtures and equipment
4. Possible room naming rights for furniture, fixtures and equipment
5. Other sources as may present themselves

If you have questions please contact the Oconee County Planning Commission at 638-4218 or e-mail: aholbrooks@oconeesc.com or the Oconee County Economic Development Commission at 638-4210 or e-mail: jalexander@oconeesc.com.



CLEMSON AREA TRANSIT

Everyone Rides Fare Free

December 3, 2009

John Adams, Oconee County Public Library Member
115-J Bountyland Road
Seneca, SC 29672

Dear Mr. Adams,

Clemson Area Transit, the largest fare free public transit system in America, enthusiastically supports the AARA Grant Application for the proposed new "Green" Seneca Public Library.

The new "Green" Seneca Public Library will be served by and connected to our diverse communities by the CAT Bus System which serves three counties, Oconee, Pickens and Anderson. The Seneca Public Library also has reciprocity with the same three counties.

The new "Green" Seneca Public Library, together with CAT Bus Service, will meet or exceed the ARRA funding goals and improve the quality of life in Upstate South Carolina. It will also become a showcase and model library facility in South Carolina.

We appreciate all you do for the betterment of education in South Carolina and look forward to helping make the new "Green" Seneca Public Library a huge success.

Sincerely,

Al Babinicz
General Manager, CEO

"Dedicated to Excellence in Serving Everyone with Safe, Friendly, and Reliable Public Transportation."

CLEMSON AREA TRANSIT • 1200 Tiger Boulevard, Suite 2 • Clemson, SC 29631

Phone: 864.654.CATS (654.2287) • Fax: 864.653.2066



Seneca Light & Water

*P.O. Box 4773
250 East North Second Street
Seneca, South Carolina 29679*

*Office: 864-885-2716
Fax: 864-888-0851
Email: rfaires@seneca.sc.us*

Robert W. Faires, III, P.E.
Director of Utilities

December 10, 2009

Board of Trustees
Oconee County Public Library
501 W. South Broad Street
Walhalla, SC 29691

Subject: Utilities to new library site, Seneca, SC

Members of the Board:

This letter certifies that electric, water and sewer utilities provided by the City of Seneca are accessible and have sufficient capacity to serve the proposed Oconee County Public Library in Seneca. This is a five-acre site donated by the School District of Oconee County for the library, which adjoins the new Blue Ridge Elementary on South Highway 59 in Seneca, SC.

We wish you the best with the ARRA grant application. Let me know if I may be of further assistance.

Sincerely,

Robert W. Faires, III



FORT HILL
NATURAL GAS
AUTHORITY
POST OFFICE BOX 189
EASLEY, SOUTH CAROLINA 29641

Date December 10, 2009

Board of Trustees
Oconee County Public Library
501 W. South Broad Street
Wahalla, SC 29691

Subject: Utilities to new library site, Seneca, SC

Members of the Board:

This letter certifies that natural gas provided by the Fort Hill Natural Gas Authority is on site or immediately available to the new Oconee County Public Library in Seneca. This is the five-acre site donated by the School District of Oconee County for the library, which adjoins the new Blue Ridge Elementary on South Highway 59 in Seneca.

We fully support this new library, and wish you the best with the ARRA grant application. Let me know if I may be of further assistance.

Best regards,

FOT HILL NATURAL GAS AUTHORITY

Steve Loftis,
Seneca Area Supervisor

Corporate Offices: 311 South Pendleton Street, Easley, South Carolina 29640

Phone (864) 859-6375
Fax (864) 859-3694
Operations Fax (864) 859-5532
Web site <http://www.fhnga.com>



... other offices in Seneca and Williamston, S.C.

2009 JUN 19 P 1:00

015384
ross
n/c

This deed prepared by:
Ross Law Firm, PA
213 W5 Broad Street
Waltham, SC 29691
No title exam requested by Purchaser

Grantor's Address: 415 S. Pine St
Waltham, SC 29691

ENTER

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that the SCHOOL DISTRICT OF OCONEE COUNTY in the State aforesaid, for and in consideration of the sum of One Dollar (\$1.00) to it paid by OCONEE COUNTY in the State aforesaid (the receipt whereof is hereby acknowledged), subject to the reservations, covenants, easements granted, and other restrictions as described herein, have granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said:

OCONEE COUNTY, its Successors and Assigns:

A tract of land located on South Oak Street in the County of Oconee, State of South Carolina containing 4.946 acres ± as shown by a Plat by Stephen R. Edwards, PLS No. 19881, Stephen R. Edwards & Associates, Inc. dated August 22, 2008, and filed with the Oconee County Register of Deeds in Plat Book 8310 at page 6.

This is the same property conveyed to the Grantor by Deed of Montez W. Jolly as Trustee, et al, dated October 15, 2007, filed with the Oconee Register of Deeds in Deed Book 1621 at page 123 and a portion conveyed by Deed of W. Alan Axon a/k/a William Alan Axon dated May 16, 2007, filed with the Oconee Register of Deeds in Deed Book 1586 at page 130.

Said property is subject to the sewer drainage (SD) as shown on said plat; and to any and all other easements and/or rights-of-way of record, as shown on said plat, or existing on the ground.

Parcel No. 520-52-04-009; 254-00-01-073 p/o; 520-52-06-005 p/o

FILED FOR RECORD
MAY 21 2009
ON OCONEE COUNTY TAX MAPS
Sue R. Smith
OCONEE UTILITY ASSESSOR

Recorded this 22 day of June
Book 1724 Page 107-109
Fee _____
Janda R. Tye
Auditor Oconee County, S.C.

THIS PROPERTY IS TO BE USED FOR THE CONSTRUCTION OF A PUBLIC LIBRARY AND IF THE CONSTRUCTION OF A LIBRARY IS NOT BEGUN WITHIN FIVE (5) YEARS FROM THE DATE HEREOF, THIS PROPERTY WILL REVERT TO THE SCHOOL DISTRICT OF OCONEE COUNTY.

THE PROPERTY MAY NOT BE USED BY OCONEE COUNTY FOR ANY PURPOSE OTHER THAN A PUBLIC LIBRARY AND MAY NOT BE RELEASED OR SOLD WITHOUT THE WRITTEN PERMISSION OF THE SCHOOL DISTRICT OF OCONEE COUNTY.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances, subject to the reservations, covenants, easements granted, and other restrictions as described herein, to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned, subject to the reservations, covenants, easements granted, and other restrictions as described herein, unto the said OCONEE COUNTY, its successors and assigns.

And the said SCHOOL DISTRICT OF OCONEE COUNTY does hereby bind itself and its Successors, to warrant and forever defend all and singular the said premises, subject to the reservations, covenants, easements granted, and other restrictions as described herein, unto the said OCONEE COUNTY, its Successors and Assigns, against itself and its Successors and Assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF SCHOOL DISTRICT OF OCONEE COUNTY has caused these presents to be executed in its name by its duly authorized officer(s) and its corporate seal to be hereto affixed this 30th day of September in the year of our Lord two thousand eight and in the two hundred thirty-third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the presence of:

SCHOOL DISTRICT OF OCONEE COUNTY
(SEAL)

By: Michael Lucas
Dr. Michael Lucas
District Superintendent

By: Harry B. Mays Jr.
Harry B. Mays, Jr. Trustee
Chairman of the Board

Attest:
By: Denise McCormick
Denise McCormick
Clerk

Whitney
Heaton
Witnesses

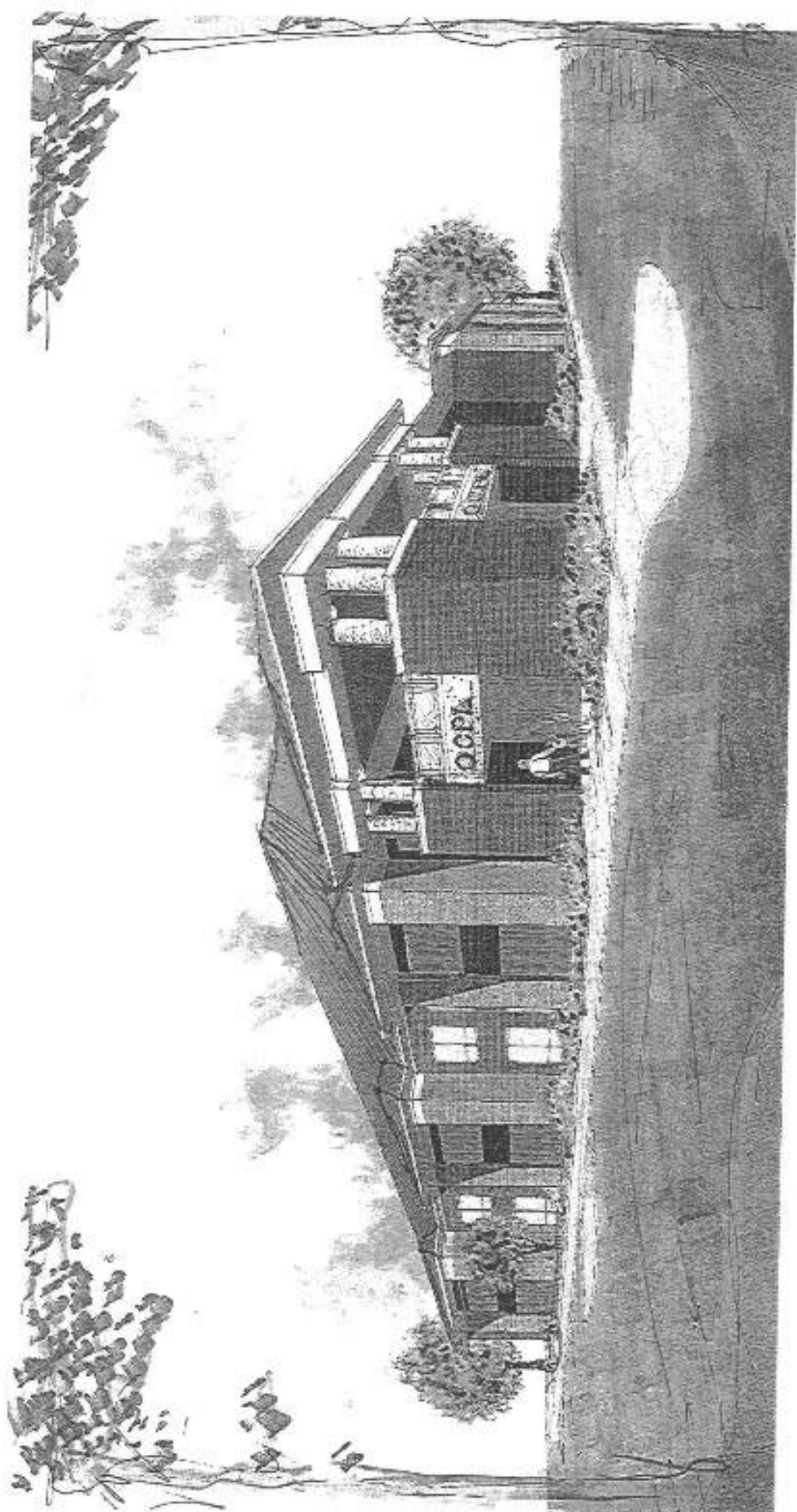
STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

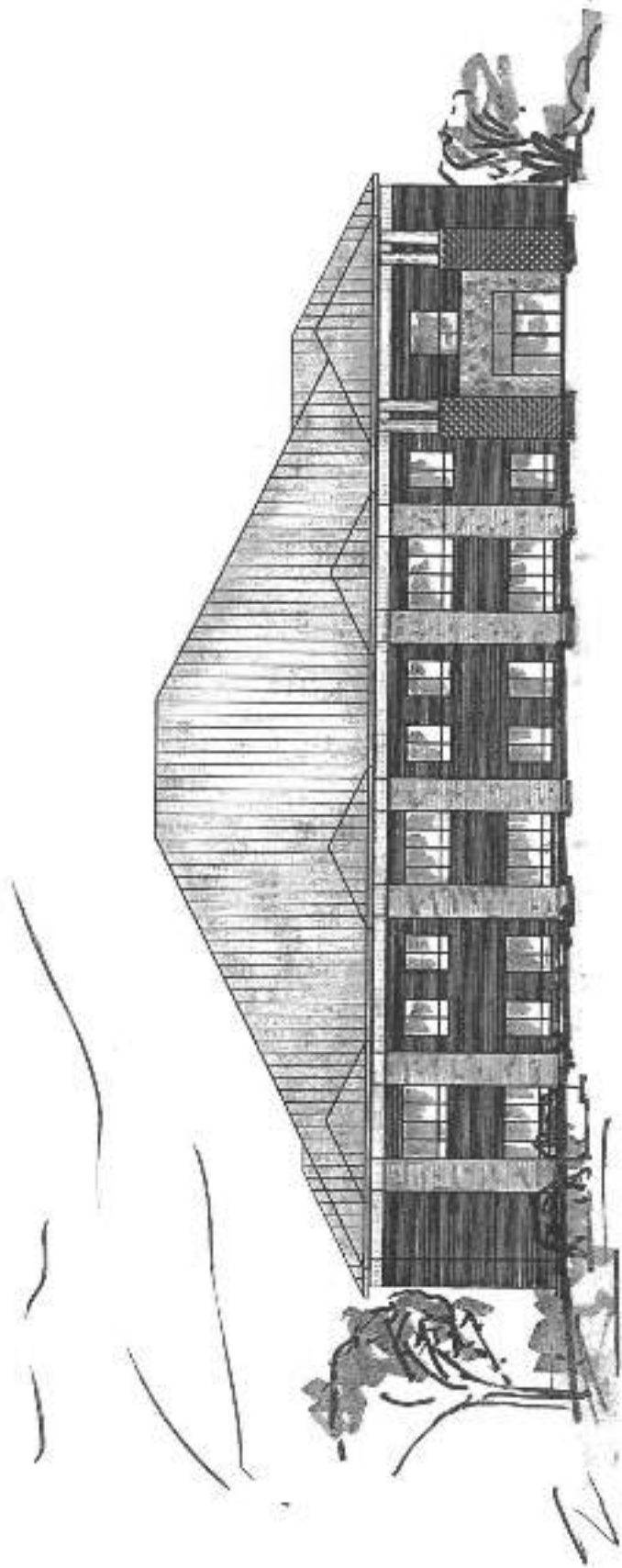
I, Michael Thorland, a Notary Public for the State of SC, do hereby certify that
MICHAEL LUCAS AS DISTRICT SUPERINTENDENT, HARRY B. MAYS, JR. AS
CHAIRMAN OF THE BOARD AND DENISE MCCORMICK AS CLERK OF SCHOOL
DISTRICT OF OCONEE COUNTY personally appeared before me this date and acknowledged
on behalf of SCHOOL DISTRICT OF OCONEE COUNTY the due execution of the foregoing
instrument.

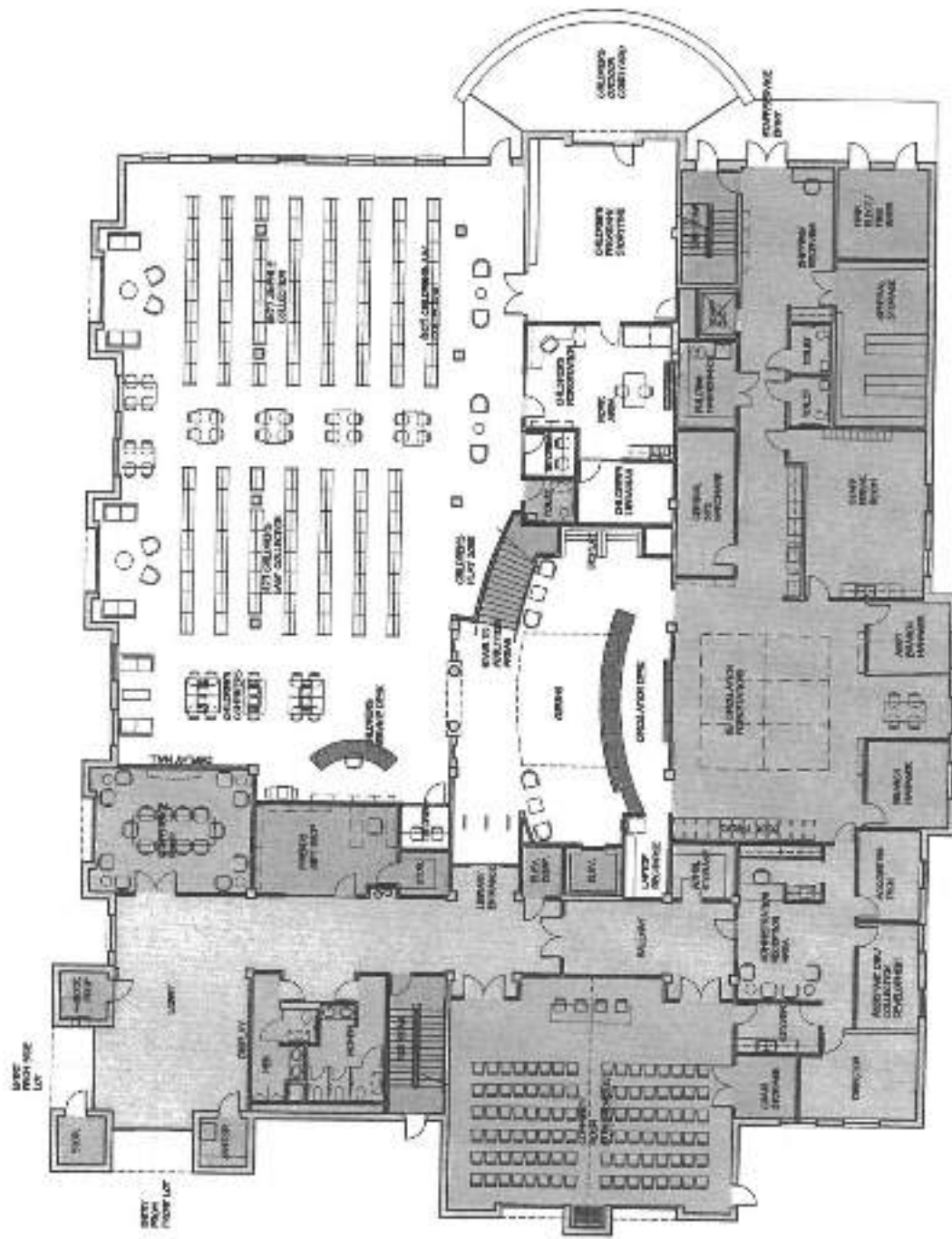
Witness my hand and official seal this 30th day of September, 2008.

Michael Thorland (SEAL)
Notary Public of SC
My commission expires July 19, 2012

FILED FOR RECORD
OCONEE COUNTY S.C.
REGISTER OF DEEDS
JUN 19 10 11 AM '08



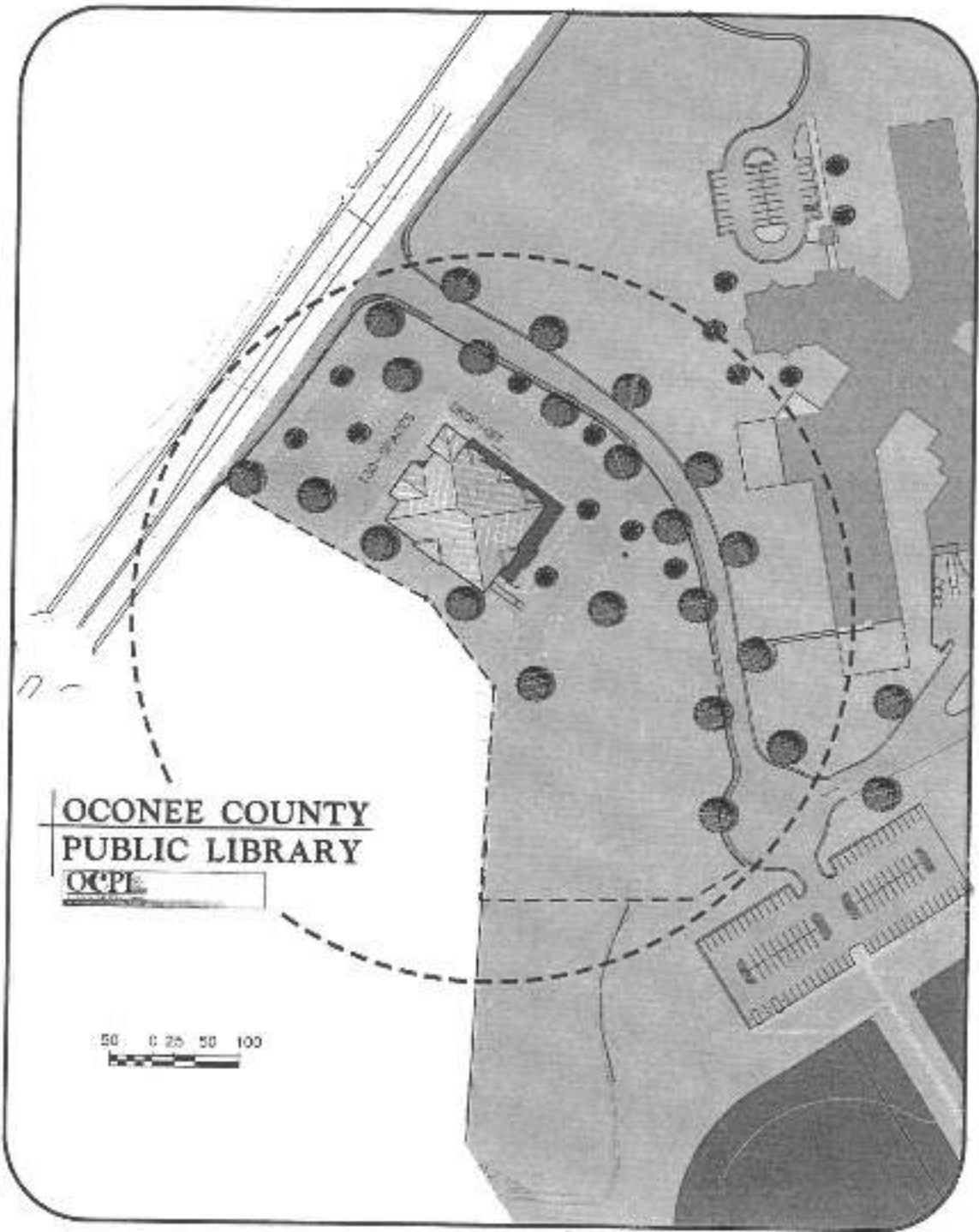




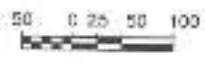
OCONEE COUNTY PUBLIC LIBRARY

Preliminary Presentation for New Location in Seneca

LOWER LEVEL 16,945 SQUARE FEET, GROSS



**OCONEE COUNTY
PUBLIC LIBRARY
OCPL**

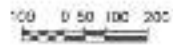


BLUE RIDGE
ELEMENTARY SCHOOL
SENECA, SOUTH CAROLINA
for the SCHOOL DISTRICT of OCONEE COUNTY

OCONEE COUNTY
PUBLIC LIBRARY
OCP

CITY OF SENECA
BIG LEAGUE COMPLEX
RECREATION DEPARTMENT

FINAL SITE PLAN
FOR JOINT USE PROPERTY IN SENECA, S.C.



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Law Enforcement Contract Scope of Work for Increased Law Enforcement Services Between the County of Oconee and the US Army Corp of Engineers, Hartwell Lake

BACKGROUND OR HISTORY:

The Law Enforcement Contract provides increased law enforcement services on a cost reimbursable basis to the following lake access areas: Lawrence Bridge, Friendship, Coneross, Fair Play, and Oconee Point. Increased patrols begin on May 1, 2010 and conclude on October 31, 2010. Increased patrols will occur on Fridays, Saturdays, and Sundays during the specified times.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly:

STAFF RECOMMENDATION:

Approve the Law Enforcement Contract Scope of Work for Increased Law Enforcement Services Between the County of Oconee and the US Army Corp of Engineers, Hartwell Lake

FINANCIAL IMPACT:

Provides reimbursement to the County for increased lake patrols from May 1, 2010 to October 31, 2010.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Veronda Holcombe-Lewis

Department Head/Elected Official

J.E. Klugh, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

To approve the purchase order for labor to replace the Walhalla Health Department roof to Interstate Roofing Company, Inc. of Charlotte, NC, in the amount of \$39,700 per School District Bid No. 159-529. This total includes labor to remove the existing roof and install the new roof system and also includes a 20 year warranty.

BACKGROUND OR HISTORY:

A new roof was budgeted for the Walhalla Health Department in the FY09-10 budget, in the amount of \$77,000. The original roof from 1970 was overlaid with foam in the mid-nineties which is now starting to crack.

Oconee County School District solicited Bid No. 159-529 for roof removal and installation services and Interstate Roofing Company was determined the successful bidder. This contract is in the fifth and final year and during this time Interstate Roofing has been used successfully numerous times by the School District with no problems. The County has previously used this bid for the roof at the DSS building and also for the roof at the Brown building with no issues with this Contractor. The labor total listed above is calculated using the hourly rate from the School District Bid No. 159-529.

On April 7, 2010, formal sealed bids were opened for the roofing materials required to re-roof the Health Department. Best Distributing of Charlotte, NC submitted the lowest bid of \$23,419.27. A separate purchase order will be issued to Best Distributing for the roofing materials.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

STAFF RECOMMENDATION:

To approve the purchase order for labor to replace the Walhalla Health Department roof to Interstate Roofing Company, Inc. of Charlotte, NC, in the amount of \$39,700, per School District Bid No. 159-529.

FINANCIAL IMPACT:

For FY 2009-10, County Council approved \$77,000 (budget code 010-714-83403-00000) to re-roof the Oconee County Health Department. Interstate Roofing (labor & warranty) totals \$39,700.00 and the roofing materials total \$23,419.27 for a grand total of \$63,119.27.

ATTACHMENTS

1. SIDOC Intent to Award Bid No. 159-529
2. Interstate Roofing Quote dated 2/24/2010

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official

Gene Klugh, Interim County Administrator

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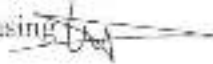


School District of Oconee County Purchasing Department

125 South Cove Road, Seneca, SC 29672 • Telephone (864) 985-5253 • Fax (864) 985-5249

TO: Mr. Jeff Taylor
Interstate Roofing Company, Inc.
P O Box 240513
Charlotte, NC 28224

FAX NO.: (704)527-3704

FROM: Wayne Putnam, Coordinator of Purchasing 

DATE: December 07, 2005

REF: Intent to Award Bid No. 159-529

The School District of Oconee County intends to award the above referenced bid to Interstate Roofing Company. Interstate Roofing has been determined to be responsible and responsive to the bid.

A sixteen (16) day protest period will be observed from the date of this letter. The protest period ends December 22, 2005. Purchase orders will be issued on a per project basis.

Thank you for your response to the School District of Oconee County's procurement process.



Interstate

ROOFING COMPANY, INC.

5610 OLD PINEVILLE ROAD • BOX 240513
CHARLOTTE, NORTH CAROLINA 28224
704-575-3143 FAX: 704-527-3704

Mr. Lake Julian
Oconee County
415 South Pine Street
Wallhalla, SC 29691

February 24, 2010

The following outlines a budget to re-roof the Health Department Building located in Oconee County, SC.

**TPO Membrane with Tapered Insulation
(Approximately 6600 sqft)**

The following is a brief scope of work.

Remove all existing roofing down to the steel decking and dispose of debris properly.

Install 1/4" per foot tapered ISO insulation with 1/2" per foot crickets.

Fully adhere new .060 TPO to the insulation.

Install new 24g. prefinished steel coping and counter flashing

Properly flash all walls, curbs, etc. according to manufacturer's specifications.

Labor Only from Interstate Roofing Co no to exceed \$38,500.00

Labor based on a hourly charge of \$43.00 per hour

Note:

Workmanship is guaranteed for two years.

I have included \$2,000.00 for the rental of a forklift for the project. This would be purchased by the County.

All materials will be purchased by Oconee County.

This also assumes that Interstate Roofing hauls the trash to landfill for no dump fee.

A twenty year manufacturer's warranty could be purchased for an additional \$1,200.00

Breakdown:

Labor per contract \$38,500.00

Warranty charge (paid to Interstate Roofing and provide by Firestone Building Products)
\$1200.00

Misc items (forklift, nails, tarps, etc.): \$3,500.00

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Change Order # 7 in the amount of \$5,000 to Purchase Order 44635 to Ard, Wood, Holcombe & Slate of Greenville, SC. This is the architectural firm that is representing Oconee County in the courthouse ADA issues.

BACKGROUND OR HISTORY:

Due to the litigation for the Oconee County Courthouse, Ard, Wood, Holcombe & Slate was selected by a previous Administrator, Tom Hendricks to assist in the ADA issues recognized by the US Department of Justice. (USDOJ)

The original PO 44635 was for \$25,000 to prepare a response to the USDOJ. This firm has been preparing "as built drawings" and renovation options to submit to the USDOJ, and assisting the County in preparing other design modifications and dimension solutions for ADA compliance as this process continues.

Change Order # 1 in the amount of \$75,000.00 was approved by Council on April 1, 2008,

Change Order # 2 in the amount of \$22,500.00 was approved by Council on June 3, 2008,

Change Order # 3 in the amount of \$48,776.24 was approved by Council on February 17, 2009,

Change Order # 4 in the amount of \$15,000.00 was approved by Council on June 2, 2009,

Change Order # 5 in the amount of 10,000.00 was approved by Council on September 1, 2009,

Change Order # 6 in the amount of \$19,375.00 was approved by Council on December 15, 2009 bringing the total of the PO to \$215,651.24.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

STAFF RECOMMENDATION:

The staff of Facilities Maintenance recommends that Council approve Change Order # 7 in the amount of \$5,000.00 which will bring PO 44635 to Ard, Wood, Holcombe & Slate to a total of \$220,651.24.

FINANCIAL IMPACT:

The original budget for the Courthouse corrections was \$335,000 in account # 012-501-82004-00000 beginning in 2007. The corrected available balance in this account, prior to Change Order #7 was 8,357.37. After CO #7 the remaining balance will be \$3,357.37.

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

_____ *PL* Procurement

Submitted or Prepared By:

Robyn County
Department Head/Elected Official

Approved for Submittal to Council:

_____ Gene Klugh, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: April 20, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Award of contract for the posting of delinquent notices for County Tax Collector to Palmetto Posting, Inc. of Spartanburg, SC, as a sole source. The estimated cost of this contract will not exceed \$38,000.

BACKGROUND OR HISTORY:

The County desires to employ an independent contractor to take exclusive physical possession of properties on which ad valorem property taxes are due, by posting a notice on the premises in accordance with SC Code of Laws, Section 12-51-40. This will be the third year the County will utilize Palmetto Posting, Inc. and they will charge a fee of \$20 per parcel. The posting of parcels prior to two years ago had been done in-house by delinquent tax staff. The time to perform this task averaged 12 to 15 weeks depending on the number of parcels. This work time could be better utilized performing tasks that will generate additional county revenue.

SPECIAL CONSIDERATIONS OR CONCERNS:

Palmetto Posting utilizes proprietary software and a patented process to post delinquent tax notices and is the only known company in existence offering this service. This will reduce the posting time frame to three weeks, therefore, alerting taxpayers and allowing them additional time to pay required taxes.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes as a Sole Source.

STAFF RECOMMENDATION:

Staff recommends that Council award this contract, not to exceed \$38,000 to Palmetto Posting, Inc., of Spartanburg, SC as a sole source.

FINANCIAL IMPACT:

There is no cost to the County general budget; the cost is paid for through the funds collected from delinquent tax payers.

ATTACHMENTS

1. Palmetto Posting, Inc. Sole Source letter
2. Sole Source Justification memo from department
3. Contract/Agreement between Palmetto Posting, Inc and Oconee County

Reviewed By/ Initials:

_____ County Attorney _____ Finance N/A Grants RC Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Linda A. Shugart
Linda A. Shugart, Delinquent Tax Collector

Gene Klugh, Interim County Administrator



150 E. Henry St., Ste. 201
Spartanburg, SC 29306
864-585-8080

March 1, 2010

To whom it may concern:

Palmetto Posting, Inc. was established in 2006 in Spartanburg County, SC. Palmetto Posting, Inc. utilizes proprietary software and a patented process to post delinquent notices for county tax collectors and is the only company in existence offering this service. Currently we are under contract in 13 counties in South Carolina, three in Pennsylvania and one in Georgia.

Of these counties only 3 required a formal bid. Palmetto Posting, Inc. was the only company to submit a bid in these instances. All other counties classified Palmetto Posting, Inc. as a Sole Source Provider and did not require a bid process. Sole source data can be referenced at - SYSTEM AND METHOD FOR NOTICE POSTING AND VERIFICATION - Patent US2008281514(A1)

Below is the list of counties currently employing Palmetto Posting, Inc.:

Richland County, SC	Sumter County, SC
Anderson County, SC	McCormick County SC
Saluda County, SC	Dillon County, SC
Calhoun County, SC	Bradford, PA
Chesterfield County, SC	Jasper County, SC
Worth County, GA	Laurens, SC
Oconee, SC	Chester, SC
Lancaster, SC	Fayette, PA
Dauphin, PA	



**Palmetto
Posting, Inc.**
Terry O'Brien
Office (864) 585-8080
Cell (864) 316-0907



OCONEE COUNTY
SOUTH CAROLINA

D E L I N Q U E N T T A X

TO: Robyn Courtright, Procurement Director
FROM: Linda Shugart, Delinquent Tax Collector
DATE: April 7, 2010
SUBJECT: Sole Source Justification for Palmetto Posting System
SC Code of Laws 12-51-40

Attached is a letter from Palmetto Posting, Inc. stating that they are the only source that offers a service that utilizes proprietary software and a patented process to post the physical parcel as required by South Carolina Code of Laws, section 12-51-40.

- Palmetto Posting, Inc. is the sole source for this service.
- Palmetto Posting, now holds contracts in twelve counties, of which two required formal bids and Palmetto Posting was the only company to submit a proposal.
- There unique patented process fully integrates with Smith Data, (tax center software) and GIS software.

For these reasons outlined above, I recommend declaring Palmetto Posting as sole source for the posting of delinquent tax parcels as required by SC code of laws 12-51-40.

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

AGREEMENT

This Agreement is entered into this _____, 2010, between Oconee County, South Carolina hereinafter referred to as "County", and Palmetto Posting, Inc., hereinafter referred to as "Contractor".

WITNESETH:

Whereas, the County desires to employ a part-time independent contractor to take exclusive physical possession of the property on which delinquent ad valorem property taxes are owing by posting a notice at one or more conspicuous places on the premises in accordance with South Carolina Code of Laws § 12-51-40; and

Whereas, the Contractor has represented to the County that the Contractor is experienced and qualified to provide the services contemplated by this agreement and the County has relied upon such representation.

Now, therefore, in consideration of the mutual promises and undertakings contained herein, the County and the Contractor, each for itself and its successors and assigns, intending to be fully and legally bound hereby, agree as follows:

1. The Contractor shall provide the necessary software and hardware for the posting of property in the County on which delinquent ad valorem property taxes are due per County requirements.
2. The Contractor shall provide a GPS capable digital camera and a GPS unit as needed per Field Agent.
3. The Contractor shall provide an electronic report of the posting of the property. The report may include property owner's name, address, legal description of the property, map number, item number, year built, improvement type, land use, square footage, last sale date, last sale amount, deed book, land value, improvement value, total value, if this data is supplied by the county in their delinquent tax roll data base. The report will also include a picture of property indicating sign, certificate of posting and signature of person posting property.
4. The Contractor, through an adequate number of Field Agents provided by the Contractor, shall post the properties of delinquent taxpayers within the timeline prescribed by the County.
5. The Contractor shall provide reports as required by the County. The exact details and format of said report(s) are to be finalized during design phase between County and Contractor.
6. The Contractor shall supervise and direct the services provided hereunder using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over the services provided hereunder, including the means, methods, techniques, equipment, and procedures and for coordinating all portions of the services provided hereunder. The Contractor shall be responsible to the

- County for acts and omissions of the Field Agents and the Contractor's employees, agents, and other persons or entities performing portions of the services provided hereunder for or on behalf of the Contractor.
7. The County will provide, at no charge to the Contractor, any GIS information the County has access to.
 8. The Contractor shall maintain the confidentiality of any and all proprietary or privileged information to which the Contractor is exposed. The Contractor shall not sell any information provided by the County pursuant to this Agreement, including, without limitation, the GIS information. The Contractor shall not use any information provided by the County for any purposes other than for the work and services provided under this Agreement.
 9. In consideration of the Contractor furnishing the County with the services provided hereunder, the County shall pay to the Contractor the sum of twenty (\$20.00) Dollars for each parcel posted by the Contractor.
 10. The term of this Agreement shall become effective upon the date of its execution for postings beginning with the 2009 delinquent tax year and ending December 31, 2010. The County shall have the option to renew this Agreement, in writing, for additional one (1) year terms.
 11. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. The parties shall continue to perform and to be bound by the terms of this Agreement during the thirty (30) day period after any notice of intent to terminate without cause has been given.
 12. The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of public authorities and shall give any notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the services provided hereunder.
 13. The Contractor's status hereunder is that of an independent contractor and the Contractor is not an agent, employee, servant, partner, nor joint venturer of the County. The Contractor is exclusively responsible for and in control of performance of the Contractor's duties hereunder. Neither the Contractor nor any person hired by the Contractor shall be considered employees of the County for any purpose. The Contractor agrees that, as an independent contractor, the Contractor cannot and will not encumber the County with any obligation. The Contractor shall not make any representation to any person or any party on behalf of the County.
 14. The Contractor warrants to the County that the services provided hereunder will be of good quality, consistent with industry standards, and that the services provided hereunder will conform to the requirements of this Agreement.
 15. The Contractor's travel, meals, lodging, parking or other expenses incidental to the performance of the services provided hereunder or any responsibilities under this Agreement shall be borne solely by the Contractor.
 16. The County will not make payment on behalf of the Contractor to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason.
 17. The Contractor understands that it is responsible to pay, according to law, income taxes on any payment received from the County pursuant to this Agreement. The

- Contractor further understands that it may be liable for self-employment (social security) tax, to be paid by the Contractor according to law.
18. The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect adequate insurance covering the performance of the services provided hereunder. In addition, the Contractor shall obtain any other insurance coverage as may be required by law. All insurance obtained by the Contractor shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of South Carolina. The County requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least ten (10) days before the Contractor commences the services provided hereunder. The County reserves the right to review categories and levels of insurance coverage held by the Contractor in an ongoing program of risk management. The Contractor agrees to secure any additional coverage requirements as determined by this review.
 19. Oconee County will not obtain workers' compensation insurance concerning the Contractor or any employees of the Contractor. The Contractor shall comply with the workers' compensation law concerning the Contractor and any employees of the Contractor.
 20. Contractor warrants that it is not in arrears to the County upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the County.
 21. The Contractor hereby releases the County from any claim or liability for damages that the Contractor may have arising out of this Agreement for property damage, injury or death.
 22. The Contractor will hold the County harmless and indemnify the County, its agents, officers, County Council members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of this Agreement or the performance of the services described or referred to in this Agreement, but only to the extent caused by the negligent or intentional acts or omissions of the Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
 23. The Contractor shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Contractor.
 24. All indemnification and release provisions in favor of the County shall survive the expiration or sooner termination of this Agreement.
 25. Any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to the parties will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days

have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to County, addressed to:
Oconee County
Attn: Oconee County Tax Collector
415 South Pine Street
Walhalla, SC 29812

If to Contractor, addressed to:
Palmetto Posting, Inc.
150 E. Henry St., Ste. 201
Spartanburg, SC 29306

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

26. The County shall, upon reasonable notice, furnish such information and proper assistance to the Contractor as it may reasonably require in connection with any litigation in which the Contractor is, or may become, a party arising out of its performance of this Agreement. This provision shall survive the termination of this Agreement.
27. The Contractor will not subcontract the services provided hereunder or otherwise assign or transfer any interest in this Agreement without the prior written consent of the County, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect and will not alleviate any of the Contractor's obligations under this Agreement.
28. In the event any portion of this Agreement is declared invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.
29. This Agreement can only be changed, modified, added to or deleted from by the mutual consent of the parties in writing.
30. This Agreement contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.
31. No failure by either the County or the Contractor to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.
32. This Agreement shall at all times be construed and interpreted in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

33. In the event any legal action or proceeding is commenced by one of the parties in connection with the rights and obligations of the parties under this Agreement, the parties agree and stipulate that the jurisdiction and venue for any such action or proceeding shall be in Oconee County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the same date first above written.

OCONEE COUNTY

Witness By: _____

Witness Name: _____
Its: _____

PALMETTO POSTING, INC. (CONTRACTOR)

Witness By: _____

Witness Name: Terrence P. O'Brien
Its: President

PRESENTATION TO OCONEE COUNTY COUNCIL.

My name is Geri McSwain and I serve as the chair of the Oconee County ATAX Committee. I have served on the Committee since its inception in 1998. I was elected chair following the resignation of Cindy Reidhead, the first chairperson.

I come from a tourism background. I grew up in Florida, where my parents owned a motel and apartments in Naples. While a student, I also served as a hostess at Caribbean Gardens, a botanical garden tourist attraction in Naples.

I moved to Oconee in 1970 when my husband, who worked for Duke Power, was transferred here to manage the hydro portion of the Keowee Toxaway project. I have seen a great deal of growth and change in Oconee County.

I enjoy serving on the ATAX Committee. Who wouldn't enjoy giving away money, so that non profit groups can promote their pet projects and promote Oconee County, which generates more ATAX monies to pass along to benefit other groups?

At the beginning, our Committee held onto its members for a long time. We had our own secretary and did everything within the committee, i.e, reports, mailings, correspondence, etc. Now we are fortunate to have Ann Leopard. Ann's services are helpful and she has access to county records when needed.

Not to mention Phil Shirley. Our Committee is privileged to have Phil as a liaison between our group, you on County Council, and the state TERC Committee-which is an acronym for Tourism Expenditure Review Committee. Phil also knows what is going on in other tourism committees. Sometimes during our discussions, Phil can shed light on what is going on elsewhere so we do not duplicate granting money. He often offers suggestions to applicants attending our meetings as he has knowledge of the broad picture.

When securing members for our Committee, they must fit the categories set by the state. We also try to select at least one person from each district. Sometimes it is difficult to secure someone from the right district to fit the required category.

The requirements are: 1 from cultural; 2 from hospitality/lodging; 2 from hospitality/other and 2 at-large. The Committee is made up of 7 members: **Barb Laughter**-Salem/at large-District I; **Gerald Foster**-hospitality/other-Seneca-District III; **Glenn Abbott**-at large-Seneca-District III; **Billie Grimes**-hospitality/other-Seneca-District III; **Joanne Blake**-lodging-Westminster-District IV; **Doyle Burton**-lodging-Long Creek-District I; and **myself**-cultural-Salem-District I. We have a very dedicated and conscientious Committee.

We meet quarterly, as our disbursements from the state are issued quarterly, but if we have a balance in our account, we welcome grants during other months. We do not meet in November and December, as it is difficult to secure a quorum during the holidays. Our meetings are held the last Wednesday of the month at 1 PM in the conference room in this building.

The money we receive is the 2% tax charged to people staying overnight. A tourist is considered someone traveling 50 miles or more from outside our county. When the state returns the ATAX monies, the first \$25,000.00 goes to the county's general fund. The next 30% goes to the Tourism Committee and ATAX receives 65% and the county receives 5%, which is exempt from any tourism related spending requirements. We have granted \$781,427.00 to 42 organizations.

Grants are due the 15th of each month and are sent to me. I review each grant. I check the grants for the requirements we have set up to qualify the group for funding. If the grant lacks information or does not meet the criteria, I contact the applicant and try to correct the problem promptly. Between the 15th and the date of our meeting, I fax all materials to Ann, as well as an agenda I have prepared. Ann then emails the grants and agenda to all members, so they have time to review the materials before the meeting.

The next step is to check to see if formerly approved grants have fulfilled their obligation of sending in an Interim Report. These reports are due every 60 days, and the report lets us know the grant is moving along and progress is being made. Grantees have 2 years in which to spend their money.

When a grant is completed a Final Report is due. Documentation such as paid invoices, canceled checks, printed publicity, newspaper clippings, guest logs, etc. are required and should be attached to the Final Report. I review these documents. If everything is in order, I close the file, give it to Ann and she files it for the County. When the County files its annual reports to the state, Ann's office has all the information necessary to complete the County reports. If money is left over from a grant, it is returned to the ATAX account and added to our balance.

Groups seeking grants are invited to our meetings to make a verbal presentation and answer questions, but it is not a requirement for grant approval.

After close scrutiny of the grant applications, we vote to approve, adjust, refuse or table the grant.

I use the word "adjust" because often we have more applications than money, so groups do not get what they requested. Occasionally we will table a grant to a later meeting if it is not "time sensitive", then we review it when we receive another quarterly installment.

One aspect of the state criteria that is confusing to some applicants, and sometimes to our committee as well, is that higher concentration counties that collect over \$900,000.00 are allowed to use grant monies for additional projects that we are not permitted to handle, such as police protection, capital projects, public transportation, etc. Most of our expenditures are *destination* advertising promotions.

I hope I have furnished you with information that is helpful. We are grateful for your support in examining our grant recommendations, as we serve as your oversight committee for the people of Oconee County.

We have had many interesting projects and always welcome new groups to apply. If you have questions, perhaps Phil or I can answer them for you.

April 20, 2010

Presented by Geri McSwain, ATAX Chairperson

Oconee County, South Carolina
2010-2011 Budget Expenditure Summary

Department	2008-2009		2009-2010		2010-2011		Proposed		Notes
	Actual	Budget	Admin	Recom	% Change	Adjustment/ Changes	Adjusted Amount	% Change	
Coroner	140,987	155,494	156,128	156,128	0.41%		156,128	0.41%	
Communications	1,265,729	1,734,529	1,321,633	1,321,633	-23.80%		1,321,633	-23.80%	
Emergency Services Department	2,024,077	1,795,677	2,105,877	2,105,877	17.27%		2,105,877	17.27%	
Animal Control	379,667	434,673	431,741	431,741	-0.67%		431,741	-0.67%	
Parks Administration	1,167,639	489,945	461,063	461,063	-5.89%		461,063	-5.89%	
High Falls County Park	0	303,974	287,333	287,333	-5.47%		287,333	-5.47%	
South Cove Park	0	307,945	294,094	294,094	-4.50%		294,094	-4.50%	
Chau Ram Park	0	200,866	187,501	187,501	-6.65%		187,501	-6.65%	
Library	1,180,359	1,344,403	1,313,058	1,313,058	-2.33%		1,313,058	-2.33%	
Assessor	1,228,275	1,312,455	2,119,918	2,119,918	61.52%	(1,200,000)	919,918	-29.91%	\$1.2m moved to special items
Auditor	341,379	434,817	434,263	434,263	-0.13%		434,263	-0.13%	
Board of Assessment Appeals	12,390	12,531	12,166	12,166	-2.91%		12,166	-2.91%	
Delinquent Tax Collector	347,588	418,936	420,790	420,790	0.44%		420,790	0.44%	
Treasurer	408,538	554,835	514,826	514,826	-7.21%		514,826	-7.21%	
DSS/DHHS	10,859	13,410	11,500	11,500	-14.24%		11,500	-14.24%	
Health Department	61,991	206,150	122,022	122,022	-40.81%		122,022	-40.81%	
Veteran's Affairs	167,184	178,308	177,337	177,337	-0.54%		177,337	-0.54%	
Clerk of Court	523,996	651,389	696,513	696,513	6.93%		696,513	6.93%	
Probate Court	375,536	498,008	406,641	406,641	-18.35%		406,641	-18.35%	
Solicitor	443,022	490,626	492,224	492,224	0.33%		492,224	0.33%	
Magistrates	575,620	606,887	662,064	662,064	9.09%		662,064	9.09%	
Roads	2,403,468	4,618,003	3,790,119	3,790,119	-17.93%		3,790,119	-17.93%	
Building Codes	530,863	637,855	527,949	527,949	-17.23%		527,949	-17.23%	
County Council	392,595	504,194	497,319	497,319	-1.36%		497,319	-1.36%	
Direct Aid	1,095,733	2,084,019	2,073,969	2,073,969	-0.48%		2,073,969	-0.48%	
Economic Development	327,682	294,802	310,061	310,061	5.18%		310,061	5.18%	
Finance	595,294	621,523	609,000	609,000	-2.01%		609,000	-2.01%	
Non-Departmental	1,089,182	682,050	686,050	686,050	0.59%		686,050	0.59%	
Human Resources	810,080	1,369,509	1,104,785	1,104,785	-19.33%		1,104,785	-19.33%	
Information Technology	600,820	1,012,568	1,354,484	1,354,484	33.77%	(107,946)	1,246,538	23.11%	New personnel moved to special items

Oconee County, South Carolina
2010-2011 Budget Expenditure Summary

Department	2009-2010		2010-2011		Proposed		Notes
	Actual	Adopted Budget	Admin	Recom	% Change	Adjusted Amount	
Planning	239,312	199,072	197,261	197,261	-0.91%	197,261	-0.91%
Procurement	185,703	193,218	186,825	186,825	-3.31%	186,825	-3.31%
Facility Maintenance	1,265,110	1,006,794	1,090,287	1,090,287	8.29%	1,090,287	8.29%
Registrations & Elections	155,789	184,710	163,732	163,732	-11.36%	163,732	-11.36%
Soil & Water Conservation	46,210	64,173	59,129	59,129	-7.86%	59,129	-7.86%
Administrator	268,398	278,973	216,259	216,259	-22.48%	216,259	-22.48%
Solid Waste	3,150,467	4,309,077	3,771,828	3,771,828	-12.47%	3,771,828	-12.47%
Airport	619,591	930,485	652,258	652,258	-29.90%	652,258	-29.90%
Vehicle Maintenance	1,847,146	846,350	891,786	891,786	5.37%	891,786	5.37%
Zoning	0	6,200	5,700	5,700	-8.06%	5,700	-8.06%
Register of Deeds	398,982	381,517	307,714	307,714	-19.34%	307,714	-19.34%
Engineering Services	597	60,000	0	0	-100.00%	0	-100.00%
Subtotal	26,677,858	32,430,950	31,125,208	31,125,208	-4.03%	(1,307,946) 29,817,262	-8.06%
Sheriff	5,414,429	6,408,647	6,344,703	6,344,703	-1.00%	6,344,703	-1.00%
Detention Center	2,251,087	3,006,501	2,997,583	2,997,583	-0.30%	2,997,583	-0.30%
Public Defender	150,000	150,000	150,000	150,000	0.00%	150,000	0.00%
Legislative Delegation	79,344	81,288	81,634	81,634	0.43%	81,634	0.43%
Subtotal	7,894,860	9,646,436	9,573,920	9,573,920	-0.75%	0 9,573,920	-0.75%
1 Time Reassessment			0	1,200,000	100.00%	1,200,000	
Additional IT Personnel				107,946		107,946	
Transfers Out	669,619	581,034	1,378,234	1,378,234	137.20%	1,378,234	137.20%
Subtotal	669,619	581,034	1,378,234	1,378,234	137.20%	1,307,946 2,686,180	362.31%
Grand Total Requests & Transfers Out	35,242,337	42,658,420	42,077,362	42,077,362	-1.36%	0 42,077,362	-1.36%

Additional Transfers Out: \$318k T-hangers, \$490k Bridge Mill